

Lumensol Ltd

Terms & Conditions for Services

Table of Contents

1.1	The Consultancy Services	4
1.2	The Contract.....	5
1.3	Undertaking Of the Consultancy	6
1.4	Consultancy's Obligation	6
1.5	Equipment	6
1.6	Method Of Performing Services.....	6
1.7	Invoicing	7
1.8	Fees	7
1.9	Obligations Of the Client.....	8
1.10	Terms Of the Proposal.....	8
1.11	Intellectual Property	9
1.12	Confidentiality	9
1.13	Computer Equipment.....	10
1.14	Relationship Between the Client and Consultancy	10
1.15	Notices.....	11
1.16	Liability.....	11
1.17	Data Protection	13
1.18	Anti-Bribery and Anti-Corruption	14
1.19	Illegality.....	15
1.20	Entire Terms and Conditions	15
1.21	Counterparts.....	15
1.22	Third Party Rights.....	16
1.23	Force Majeure	16
1.24	Governing Law and Jurisdiction.....	16

The Consultancy carries on the business of the provision of consultancy services relating to the services (“the Consultancy Services”) specified in the Consultancy Services Proposal (“Proposal”).

On execution of written acceptance to the Proposal, the Client has requested the Consultancy and the Consultancy has agreed with the Client, to provide the Consultancy Services subject to the terms and conditions as set out in this document (“Terms and Conditions”).

If the Consultancy Services are requested by the Client under any framework agreement (including but not limited to the Asset and Property Management Consultancy (AMPC) services framework) but a call-off contract relating to the specific Consultancy Services is not entered into by the parties then these Terms and Conditions will apply to the provision of the Consultancy Services alongside the Proposal and at the exclusion of any other terms and conditions not to be explicitly included with each separate contract as set out in the relevant framework agreement.

IT IS AGREED as follows:

Interpretation And Definitions

Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine, and vice versa.

The headings contained in the Terms and Conditions are for convenience only and do not affect their interpretation.

A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

The Proposal (“Proposal”) as referenced forms part of these Terms and Conditions and shall have effect as if set out in full in the body of this Terms and Conditions. Any reference to the Contract includes these Terms and Conditions and the Proposal.

To the extent that there is an inconsistency between any of the provisions of this Terms and Conditions and the provisions of the Proposal, the provisions of the Proposal shall prevail.

Each of the Client and the Consultancy is a party and together they are the parties.

The following definitions apply in this Terms and Conditions:

- a) “**Client**” means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 2006 requiring the services of the Consultancy and identified in the Proposal.
- b) “**Contract**” means the contract between the Client and the Consultancy to provide the Consultancy Services in accordance with the Proposal and these Terms and Conditions.
- c) “**the Consultancy**” means Lumensol Ltd registered in England and Wales under Number 11349433 of 108 Priory Street, Newport Pagnell, Buckinghamshire, England MK16 9BL.

- d) **“Intellectual Property Rights” or “IPR”** patents, utility models, copyright and neighboring and related rights, moral rights, trademarks 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.
- e) **“Worker”** any person employed or engaged, or proposed to be employed or engaged, by the Consultancy who is or will be wholly or partly engaged in the provision of the Consultancy Services including any substitute or sub-contractor as the case may be.
- f) **“Works”** all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software programs, ideas, discoveries, developments, improvements or innovations and all materials embodying them in whatever form, including but not limited to hard copy and electronic form, prepared by the Consultancy in connection with the provision of the Consultancy Services.

1.1 The Consultancy Services

1.1.1 The following are an indication as to what might be set out in the Proposal:

- a) The Client
- b) The project scope and the project deliverables (describing the Consultancy Services to be provided)
- c) The commencement date for the provision of the Consultancy Services
- d) The expected completion date for the provision of services
- e) The estimated budget cost, or fixed price for the provision of the Consultancy Services
- f) The Day Rates that apply, where included, for each role to be deployed on the project
- g) The basis for the charging of expenses / disbursements
- h) The invoicing frequency
- i) The location of working
- j) The equipment required

1.1.2 The Consultancy's obligation to provide the Consultancy Services shall be performed by one or more Worker(s) of the Consultancy as the Consultancy may consider appropriate (“the Worker(s)”), subject to the Client being reasonably satisfied that the Worker(s) has the required skills, qualifications and resources to provide the Consultancy Services to the required standard.

- 1.1.3 The Consultancy has the right, at its own expense, to enlist additional or substitute Worker(s) in the performance of the Consultancy Services or may, sub-contract all or part of the Consultancy Services, provided that the Consultancy provides details, whenever requested to do so, of the substitute or sub-contracted Worker ahead of the planned substitution.
- 1.1.4 Where the Consultancy provides a substitute or sub-contracted Worker all or part of the Consultancy Services pursuant to clause 1.1.3 above, the Consultancy shall be responsible for paying the substitute or sub-contracted Worker and shall ensure that any agreement between the Consultancy and any such substitute or sub-contracted Worker shall contain obligations which correspond to the obligations of the Consultancy under the terms of this Terms and Conditions and the Consultancy shall remain responsible for the acts or omissions of any such substitute or sub-contracted Worker.
- 1.1.5 The Consultancy may provide the Services from such locations as are appropriate in the Consultancy's judgment. When necessary, the Client will provide the Consultancy with appropriate access to the Client's facilities as is necessary for the effective conduct of the Services.
- 1.1.6 The Client acknowledges and accepts that the Consultancy is in business on its own account and the Consultancy shall be entitled to seek, apply for, accept and perform contracts to supply its services to any third party during the term of the Order.
- 1.1.7 The Consultancy may use a third party to perform any administrative, clerical or secretarial functions which are reasonably incidental to the provision of the Services provided that the Client will not be liable to bear the cost of such functions.
- 1.1.8 The Proposal shall specify the Client, the fees payable by the Client and such disbursements as may be agreed and any other relevant information.
- 1.1.9 The Client acknowledges and accepts that the Consultancy is in business on its own account and the Consultancy shall be entitled to seek, apply for, accept and perform contracts to supply its services to any third party during the term of the Proposal.

1.2 The Contract

- 1.2.1 This Terms and Conditions governs the performance of the Consultancy Services by the Consultancy for the Client.
- 1.2.2 The Consultancy shall not be required to provide any advice and assistance in addition to the Consultancy Services and any requests to provide such additional advice and assistance shall be subject to the prior written approval of the Consultancy (at its sole discretion) and agreement between the Consultancy and the Client as to the level of fees payable for such additional advice and assistance. In the event that such additional advice and assistance is agreed, the Consultancy must notify the Client of the terms upon which such additional services will be provided including details of any new fee arrangements in order that the fee arrangement between the Consultancy and Client as set out in the Proposal may be adjusted accordingly and agreed before provision of such additional services begins.
- 1.2.3 No variation or alteration of these terms shall be valid unless agreed with the Client and the Consultancy in writing except where changes to the Consultancy Services are necessary to comply with applicable safety and other statutory or regulatory requirements, in which case the Consultancy may make such necessary changes without prior notification to the Client.

1.3 Undertaking Of the Consultancy

- 1.3.1 The Consultancy warrants to the Client that by entering into and performing its obligations under the Contract it will not thereby be in breach of any obligation which it owes to any third party.
- 1.3.2 The Consultancy warrants to the Client that its Worker(s) have the necessary skills and qualifications to perform the Consultancy Services. The costs for any training needed in order to gain such qualifications and skills shall be at the Consultancy's or Worker(s)' own expense.

1.4 Consultancy's Obligation

- 1.4.1 The Consultancy agrees on its own part and on behalf of its Worker(s) as follows:
 - a) to comply with any statutory rules or regulations including but not limited to those relating to health and safety, together with such policies and procedures of the Client as the Client notifies the Consultancy and/or its Worker(s) that it is essential that the Consultancy and its Worker(s) comply to properly perform the Consultancy Services (including for example where the Consultancy Services are to be performed at the premises of the Client the health and safety policy and security arrangements) during the performance of the Consultancy Services. Subject to the rules and regulations which the Client notifies the Consultancy and/or its Worker(s) that it is essential that the Consultancy and its Worker(s) comply with the Consultancy and its Worker(s) shall not be bound by the policies and procedures which an employee of the Client would be bound by; and
 - b) to furnish the Client with any progress reports as may be requested from time to time.

1.5 Equipment

- 1.5.1 The Consultancy shall provide at its own cost, all such necessary equipment as is reasonable for the satisfactory performance by the Worker and any substitute and sub-contracted Workers of the Consultancy Services.
- 1.5.2 If, as a matter of convenience, the Consultancy is provided with equipment by the Client for the purposes of carrying out the Consultancy Services, the Consultancy shall be responsible for ensuring that they preserve the security and condition of such equipment. If and to the extent that any equipment is lost while in the Consultancy's possession, the Consultancy shall be responsible for the cost of any necessary repairs or replacement.

1.6 Method Of Performing Services

- 1.6.1 The Consultancy's Workers are professionals who will use their own initiative as to the manner in which the Consultancy Services are delivered provided that in doing so the Consultancy shall co-operate with the Client and comply with all reasonable and lawful requests of the Client subject to a possible increase in Fees under clause 1.2.2 or 1.8.4 and the Client accepts and acknowledges that even a reasonable and lawful request may be subject to an additional charge.
- 1.6.2 The Consultancy may provide the Consultancy Services at such times and on such days as the Consultancy shall decide but shall ensure that the Consultancy Services are provided at such times as are necessary for the proper performance of the Consultancy Services.

- 1.6.3 The Consultancy may provide the Consultancy Services from such locations as are appropriate in the Consultancy's judgment. When necessary, the Client will provide the Consultancy with appropriate access to the Client's facilities as is necessary for the effective conduct of the Consultancy Services.
- 1.6.4 The relationship between the parties is between independent companies acting at arm's length and nothing contained in the Contract shall be construed as constituting or establishing any partnership or joint venture or relationship of employer and employee between the parties or their personnel.
- 1.6.5 Where the proper performance of the Consultancy Services is dependent on the completion of tasks or services by third parties (including employees of the Client but excluding any substitute or sub-contracted Workers of the Consultancy), the Consultancy shall have no liability to the Client for any delay, non or partial performance of the Consultancy Services arising from the delay or non or partial performance of such tasks by third parties.

1.7 Invoicing

- 1.7.1 The Consultancy shall obtain the signature or email confirmation of an authorised representative of the Client as verification of execution of the Consultancy Services ("Completion").
- 1.7.2 As specified in the Proposal, the Consultancy shall deliver to the Client its invoice for the amount due from the Client to the Consultancy giving a detailed breakdown showing the work performed.
- 1.7.3 The Consultancy's invoice should bear the Consultancy's name, company registration number, VAT number and should state any VAT due on the invoice.
- 1.7.4 The Client shall not be obliged to pay any fees to the Consultancy unless an invoice has been properly submitted by the Consultancy in accordance with this clause 1.7 of this Terms and Conditions.

1.8 Fees

- 1.8.1 Subject to the receipt of the Consultancy's invoice in accordance with clause 1.7 above, the Client will pay the Consultancy within 30 days of receipt of the Consultancy's invoice, or as otherwise specified in the Proposal.
- 1.8.2 The Consultancy shall be responsible for any PAYE Income Tax and National Insurance Contributions and any other taxes and deductions payable in respect of its Worker(s) in respect of the Consultancy Services.
- 1.8.3 All payments will be made to the Consultancy by a method which gives immediately available funds.
- 1.8.4 All Proposal Fees, whether an estimated budget cost, or fixed price will be calculated on the basis of daily rates ("Day Rate"), which are exclusive of VAT and are defined for each role within the Proposal. The Day Rate is calculated on an eight (8) hour working day ("Working Day"). The Consultancy, and its Worker(s) will, from time to time, complete tasks relating to the Works which may result in more than eight (8) hours being completed in a single day. The Consultancy reserves the right to charge the Client on a pro-rated basis for the number of calculated Working Days completed based on actual hours worked. E.g. 12 hours are completed in a single day, this will be calculated as 1.5 Working Days applicable to the defined Day Rate for that role.

- 1.8.5 The Consultancy may adjust the Fees with effect from 1 April of each year. The Consultancy shall give the Client not less than one month's prior notice in writing of the proposed changes.
- 1.8.6 If the Consultancy shall be unable for any reason to provide the Consultancy Services to the Client, no fee shall be payable by the Client during any period that the Consultancy Services are not provided.

1.9 Obligations Of the Client

- 1.9.1 Throughout the term of the Proposal, the Client shall pay the Consultancy in accordance with clause 1.8 above.
- 1.9.2 The Client shall furnish the Consultancy with sufficient information about the Consultancy Services in order for the Consultancy to arrange for the Consultancy Services to be carried out.
- 1.9.3 The Client will advise the Consultancy of any health and safety information or advice which may affect the Worker(s), during the performance of the Consultancy Services.

1.10 Terms Of the Proposal

- 1.10.1 The Consultancy Services shall commence in accordance with the Proposal and shall either (as specified in the Proposal) continue until Completion or the termination date as specified in the Proposal, at which time the Proposal shall expire automatically, unless previously terminated for convenience by either party giving 30 days written notice.
- 1.10.2 Notwithstanding sub-clause 1.10.1 of this Terms and Conditions, the Client may at any time with 7 days written notice instruct the Consultancy to cease work on the Consultancy Services, where:
 - a) the Consultancy has committed any serious or persistent breach of any of its obligations under the Contract and has not resolved that breach within 30 days of notice thereof;
 - b) the Consultancy has not observed any condition of confidentiality applicable to the Consultancy under the Contract;
 - c) the Consultancy Services are, in the reasonable opinion of the Client, unsatisfactory;
 - d) the Consultancy is in breach of any statutory obligations or acting in breach of such procedures of the Client as the Client notifies the Consultancy and/or its Worker(s) that it is essential that the Consultancy and its Worker(s) comply with to properly perform the Consultancy Services;
 - e) performance of the Consultancy Services is prevented for one week or more by the incapacity of the Worker(s) and the Consultancy is unable to provide a replacement Worker(s), or a suitable substitute(s) or sub-contracted Worker(s) pursuant to the provisions of clause 1.1.3; and/or
 - f) the Consultancy becomes insolvent, dissolved or subject to a winding up petition.
- 1.10.3 The provisions of clause 1.10.2 shall equally apply to any party performing the Consultancy's obligations as provided for in clause 1.1.

- 1.10.4 Upon Completion or termination of the Consultancy Services, the Client shall be under no obligation to offer the Consultancy further work, nor shall the Consultancy be under any obligation to accept any offer of work made by the Client.

1.11 Intellectual Property

- 1.11.1 Should the Consultancy deploy its iLumen8 product in the course of the Works, the Consultancy will grant to the Client a non-exclusive, non-transferable, royalty-free licence to use iLumen8 and any Power BI reports developed and/or provided specifically through the course of the Works until the termination or expiry of the Contract (however occurring) solely for the purpose of performing its obligations under the Contract and in accordance with this Clause 1.11 and always subject to the Client's compliance with and enforcement of any licence or end-user licence agreement provided in respect of iLumen8 or Power BI reports from time to time.
- 1.11.2 The Client has no right (and shall not permit any third party) to copy, adapt, reverse engineer, modify, adapt any IPR in iLumen8 or Power BI reports.
- 1.11.3 The Client agrees and acknowledges that any IPR owned, used or created by the Consultancy prior to the date of the Order shall remain the exclusive property of the Consultancy.
- 1.11.4 The Client shall own all rights, title and interest in and to all of the root data supplied by the Client and used in any Power BI report, and shall be granted the option to download this data at any point prior to termination or expiry of the Contract and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of it.
- 1.11.5 The Client acknowledges that all IPRs created for and/or used in connection with the performance of the Consultancy Services by the Consultancy including the iLumen8 product, the Works and any Power BI reports and any data derived from that IPR shall be and remain the exclusive property of the Consultancy or, where applicable, any third party licensor from whom the Consultancy derives the right to use them.
- 1.11.6 The Client shall not represent that it has any title in or right of ownership to any of the IPR used by the Consultancy in order to carry out the Works or do or suffer to be done any act or thing which may in any way impair the rights of the Consultancy in any of the IPR or bring into question the validity of their registration.
- 1.11.7 Any other Intellectual Property Rights developed through the course of the Works shall belong to the Consultancy.

1.12 Confidentiality

- 1.12.1 In order to protect the confidentiality and trade secrets of the Client and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Consultancy agrees on its own part and on behalf of its Worker(s) as follows:
- a) not at any time whether during or after the performance of the Consultancy Services (unless as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the trade secrets or confidential information of the Client with the exception of information already in the public domain and any use or disclosure required by law;

- b) to deliver up to the Client (as directed) on Completion all documents and other materials belonging to the Client (and all copies) which are in its possession including documents and other materials created by it or the Worker(s) during the course of the Consultancy Services; and
- c) to, not at any time, make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Client except when required to do so in the course of its duties under this Terms and Conditions in which event any such item shall belong to the Client.

- 1.12.2 The Consultancy shall use reasonable endeavours to procure that the provisions of this clause 1.12 shall also apply to any sub-contractor performing the Consultancy's obligations provided for in clause 1.1.
- 1.12.3 Through the course of the Consultancy providing the Consultancy Services, the Consultancy may collect Client cost and performance information, may analyse the information to produce findings and information, and may develop iLumen8 reports that present this information. The Consultancy provides benchmarking information to its clients, utilised in the provision and demonstration of consultancy services to them. The Consultancy reserves the right to anonymise the cost and performance information collected and analysed, and utilising this information, including the results of the analysis and the iLumen8 reports, for benchmarking purposes and the demonstration of iLumen8 to other clients. When anonymised and with the exclusion of any personal data, this information is not confidential information under the terms of this Terms and Conditions, and the Client provides approval to the Consultancy to use the information in this way on engaging the Consultancy to provide the Consultancy Services.

1.13 Computer Equipment

- 1.13.1 The Consultancy shall use reasonable endeavours to ensure that any computer equipment and associated software which it provides to its Worker(s) for the purpose of providing the Consultancy Services contains anti-virus protection with the latest released update from time to time.

1.14 Relationship Between the Client and Consultancy

- 1.14.1 The Consultancy acknowledges to the Client that there is no intention on the part of the Consultancy, the Worker(s) or the Client to create an employment relationship between any of those parties and that the responsibility of complying with all statutory and legal requirements relating to the Worker(s), (including but not limited to the payment of taxation, maternity payments and statutory sick pay) shall fall upon and be discharged wholly and exclusively by the Consultancy. In the event that any person should seek to establish any liability or obligation upon the Client on the grounds that any of the Consultancy's Workers are an employee of the Client, the Consultancy shall upon demand indemnify the Client and keep them indemnified in respect of any such liability or obligation and any related proper and reasonable costs, expenses or other losses which the Client shall properly incur as a direct result of such liability.
- 1.14.2 The Client is under no obligation to offer further contracts or services to the Consultancy nor is the Consultancy under obligation to accept such contracts or services if offered. The Consultancy is not obliged to make its services available except for the performance of its obligations under the Contract. Both parties agree and intend that there be no mutuality of obligations either during or following the Terms and Conditions, whatsoever.

- 1.14.3 In order to protect the legitimate business interests of the Consultancy, the Client covenants that it shall not (and shall procure that no member of its group shall) (except with the prior written consent of the Consultancy):
- a) attempt to solicit or entice away; or
 - b) solicit or entice away,
- from the employment or service of the Consultancy the services of any Restricted Person.
- 1.14.4 The Client shall be bound by the covenant set out in clause 1.14.3 during the term of the Contract, and for a period of 12 months after termination or expiry of the Contract (however it occurs).
- 1.14.5 For the purposes of this Clause 1.14, a Restricted Person shall mean any firm, company or person employed or engaged by the Consultancy during the term of the Contract, who has been engaged in the provision of the Services or the management of the Contract either as principal, agent, employee, independent contractor or in any other form of employment or engagement.

1.15 Notices

- 1.15.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be:
- a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - b) sent by email to an address confirmed by each party from time to time and substituted in writing by the relevant party.
- 1.15.2 Any notice shall be deemed to have been received:
- a) if delivered by hand, at the time the notice is left at the proper address;
 - b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second business day after posting; or
 - c) if sent by email, at the time of transmission, or, if this time falls after 17:30 on the day on which it was sent, in the place of receipt, on the next business day.
- 1.15.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

1.16 Liability

- 1.16.1 The extent of the Consultancy's liability in connection with the provision of the Consultancy Services (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 1.16.
- 1.16.2 The Client hereby acknowledges and agrees that the limitations contained in this clause 1.16 are reasonable given each of the Client's and the Consultancy's respective commercial positions and the ability to obtain insurance in respect of the risks arising in connection with the services provided by the Consultancy.

- 1.16.3 Subject to clause 1.16.7, the Consultancy's total liability in each 12 month period beginning upon the commencement of the Consultancy Services or any anniversary of it shall not exceed the lower of:
- a) the sum total of all sums paid by the Client in that 12 month period and all sums payable in respect of the Consultancy Services actually supplied by the Supplier in that 12 month period, whether or not invoiced; or
 - b) £100,000.
- 1.16.4 Subject to clause 1.16.7, the Consultancy shall not be liable for any (whether direct or indirect) consequential indirect or special loss, loss of profit, loss of revenue, loss of use, loss of production, loss of contract, loss of commercial opportunity, loss of savings, discount or rebate (whether actual or anticipated), harm to reputation or loss of goodwill, loss of business, and wasted expenditure.
- 1.16.5 Except as expressly stated in these Terms and Conditions, and subject to clause 1.16.7, all warranties and conditions whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.
- 1.16.6 The Client hereby agrees and acknowledges that the Consultancy makes no warranty for quality content or accuracy of information provided to it and shall not be liable for any loss, damage, costs or expenses of any nature arising as a result of the accuracy or completeness of that information.
- 1.16.7 Notwithstanding any other provision of these Terms and Conditions, the liability of the parties shall not be limited in any way in respect of the following:
- a) death or personal injury caused by negligence;
 - b) fraud or fraudulent misrepresentation;
 - c) any other losses which cannot be excluded or limited by applicable law.
- 1.16.8 The Consultancy shall ensure the provision of the following insurances, during the performance of the Consultancy Services:
- a) Public Liability Insurance: £1,000,000
 - b) Employers Liability Insurance: £5,000,000
 - c) Professional Liability Insurance: £1,000,000
- 1.16.9 The Consultancy acknowledges that the Worker(s) provided is not an agency worker as defined under the Agency Worker Regulations 2010 and that the Agency Worker Regulations 2010 do not apply in relation to the Contract. The Consultancy shall indemnify and keep indemnified the Client against any proper and reasonable losses the Client may properly suffer as a direct result of any claim made by or on behalf of any Worker under the Agency Worker Regulations 2010.
- 1.16.10 Any information contained in presentations or reports is for general guidance on matters of interest only should not be used as a substitute for a formal consultation with a professional adviser. While the Consultancy endeavours to provide accurate and up-to-date information, we do not warrant or guarantee the completeness, accuracy, reliability, or suitability of the information, materials, or advice provided.

- 1.16.11 In no event will the Consultancy or its agents or employees be liable to you or anyone else for any decision made or action taken in reliance on the information contained in any presentation or report or for any consequential, special or similar damages regardless of the information's errors, inaccuracies, incompleteness or omissions.

1.17 Data Protection

- 1.17.2 The Client will collect and process information relating to the Worker(s) in accordance with the privacy notice which is on the website OR annexed to this Terms and Conditions.
- 1.17.3 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 1.17 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 1.17.4 In this clause 1.17, Personal Data and Process and Data Subject shall have the meaning given to those terms in the Data Protection Legislation.
- 1.17.5 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Data Controller and the Consultancy is the Data Processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
- 1.17.6 Without prejudice to the generality of clause 1.17.2, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Consultancy for the duration and purposes of the Proposal.
- 1.17.7 Without prejudice to the generality of clause 1.17.2, the Consultancy shall, in relation to any Personal Data processed in connection with the performance by the Client of its obligations under this Terms and Conditions;
- a) process that Personal Data only on the written instructions of the Client unless the Consultancy is required by laws applicable to the Consultancy to process Personal Data (**Applicable Data Processing Laws**);
 - b) maintain for the duration of the Proposal such appropriate technical and organisational security measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data;
 - c) ensure all Personal Data is kept confidential;
 - d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
 - i) the Client or the Consultancy has provided appropriate safeguards in relation to the transfer;
 - ii) the data subject has enforceable rights and effective legal remedies;
 - iii) the Consultancy complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - iv) the Consultancy complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;

- e) assist the Client, at the Client'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;
- f) notify the Client on becoming aware of a Personal Data breach;
- g) comply with any reasonable request of the Client to amend, transfer, return or destroy the Personal Data or any part thereof unless required by Applicable Data Processing Laws to store the Personal Data; and
- h) maintain complete and accurate records and information to demonstrate its compliance with this clause 1.17.

1.17.8 The Client consents to the Consultancy engaging any person as a sub-processor (to include any substitute or sub-contracted Worker appointed under clause 1.1.3 for the Processing of Personal Data. The Consultancy will inform the Client of any intended changes concerning the addition or replacement of sub-processors, thereby giving the Client the opportunity to object to such changes. If the Client objects to such a change and the Consultancy is not reasonably able to make such adjustments to remove the objection, the Client will be entitled to terminate the Proposal by giving not less than 30 days' written notice to that effect to the Consultancy.

1.17.9 If the Consultancy appoints a sub-processor the Consultancy will put a written contract in place between the Consultancy and the sub-processor that specifies the sub-processor's Processing activities and imposes on the sub-processor substantially similar terms to those imposed on the Consultancy in this clause 1.17. The Consultancy will remain liable to the Client for performance of the sub-processor's obligations. If the Consultancy makes any transfers of Personal Data outside of the European Economic Area it will comply with the Data Protection Legislation and the Client will execute such documents or take such actions as may be required to assist with such compliance.

1.17.10 It is acknowledged and agreed between the parties that this clause 1.17 may be revised and/or replaced with applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when agreed between the parties, signed by the parties and attached to the Proposal).

1.18 Anti-Bribery and Anti-Corruption

1.18.1 The Consultancy shall:

- a) comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010 ("**Relevant Requirements**");
- b) comply with the Clients' Anti-Bribery Policy, as the same may be updated from time to time ("**Bribery Policy**");
- c) have and maintain in place throughout the term of the Proposal its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and the Bribery Policy and will enforce them where appropriate;

- d) promptly report to the Client any request or demand for any undue financial or other advantage of any kind received by the Consultancy in connection with the performance of the Consultancy Services; and
- e) ensure that its Worker(s) comply with this clause 1.18.

1.18.2 For the purpose of this clause 1.18 the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act) and section 8 of that Act respectively.

1.19 Illegality

1.19.1 If any provision or term of this Terms and Conditions shall become or be declared illegal, invalid or unenforceable for any reason whatsoever including, but without limitation, by reason of the provisions of any legislation or other provisions having the force of law or by reason of any decision of any Court or other body or authority having jurisdiction over the parties of this Terms and Conditions such terms or provisions shall be divisible from this Terms and Conditions and shall be deemed to be deleted from this Terms and Conditions and the remainder of the provisions shall continue in full force and effect provided always that if any such deletion substantially affects or alters the commercial basis of this Terms and Conditions the parties shall negotiate in good faith to amend and/or modify the provisions and terms of this Terms and Conditions as necessary or desirable in the circumstances.

1.20 Entire Terms and Conditions

- 1.20.1 This Terms and Conditions and the Proposal constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 1.20.2 Each party acknowledges that in entering into the Proposal it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Terms and Conditions.
- 1.20.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Terms and Conditions.
- 1.20.4 Nothing in this clause shall limit or exclude any liability for fraud.

1.21 Counterparts

1.21.1 The Proposal may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

1.22 Third Party Rights

- 1.22.1 Except as expressly provided elsewhere in this Terms and Conditions, a person who is not a party to the Proposal shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
- 1.22.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Terms and Conditions are not subject to the consent of any other person.

1.23 Force Majeure

- 1.23.1 The Consultancy shall not be liable for any breaches of its obligations under this Terms and Conditions resulting from causes beyond its reasonable control including but not limited to Acts of God, enemy, fire, flood, explosion or other catastrophe.

1.24 Governing Law and Jurisdiction

- 1.24.1 This Terms and Conditions shall be construed in accordance with the laws of England & Wales and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of the Contract shall be subject to the exclusive jurisdiction of the Courts of England & Wales.

E: info@lumensol.com
www.lumensol-ltd.com

Lumensol Ltd

Priory Street
Newport Pagnell
Buckinghamshire
MK16 9BL

Follow us:



@lumensol-ltd