

## TERMS OF BUSINESS

### 1. INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

#### 1.1 Definitions:

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

**Charges:** the charges payable by the Customer for the supply of the Services in accordance with [Clause 5](#).

**Commencement Date:** has the meaning given in [Clause 2.2](#).

**Conditions:** these terms and conditions as amended from time to time in accordance with [Clause 11.5](#).

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

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

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

**Customer Default:** has the meaning set out in [Clause 4.2](#).

**Deliverables:** the deliverables set out in the Statement of Work produced by the Supplier for the Customer.

**Fixed Price:** a pre-determined or agreed amount of the Charges, as set out in the Statement of Works, for delivery of the Services. A Fixed Price may include a fixed monthly retainer for Services on an ongoing basis.

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

subsist or will subsist now or in the future in any part of the world.

**Order:** the Customer's written acceptance of the Supplier's Statement of Works

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

**Statement of Works:** the proposal or schedule of work prepared by the Supplier, on request of the Customer. Each Statement of Works constitutes a separate offer for Services.

**Supplier:** Integrated Recruitment Limited registered in England and Wales with company number 12362068.

**Supplier Materials:** has the meaning set out in [Clause 4.1\(f\)](#).

#### 1.2 Interpretation:

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

### 2. BASIS OF CONTRACT

- 2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Statement of Works or by continuing to instruct the Supplier and provide the Supplier with information in order to provide the Services, at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the

Supplier's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

**2.4** These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

**2.5** Any Statement of Works issued by the Supplier shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.

### **3. SUPPLY OF SERVICES**

**3.1** The Supplier shall supply the Services to the Customer in accordance with the Statement of Works in all material respects.

**3.2** The Supplier shall use all reasonable endeavours to meet any performance dates specified in the Statement of Works but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

**3.3** The Supplier reserves the right to amend the Statement of Works if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

**3.4** The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

### **4. CUSTOMER'S OBLIGATIONS**

**4.1** The Customer shall:

- (a)** ensure that the terms of the Order and any information it provides in the Statement of Works are complete and accurate;
- (b)** co-operate with the Supplier in all matters relating to the Services;
- (c)** provide the Supplier, its employees, agents, consultants and

subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier;

**(d)** provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

**(e)** obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;

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

**(g)** comply with any additional obligations as set out in the Statement of Works.

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

**(a)** without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

**(b)** the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this [Clause 4.2](#); and

**(d)** the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred

by the Supplier arising directly or indirectly from the Customer Default.

## 5. CHARGES AND PAYMENT

**5.1** Where the Charges for the Services are calculated on a time and materials basis:

- (a)** the Charges shall be calculated in accordance with the Supplier's daily fee rates, as set out in Statement of Works
- (b)** the Supplier's daily fee rates for each individual are calculated on the basis of an eight-hour day from 8.30 am to 5.00 pm worked on Business Days;
- (c)** the Supplier shall be entitled to charge an overtime rate of 25% of the daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in [Clause 5.1\(b\)](#); and
- (d)** the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.

**5.2** Where the Charges are a Fixed Price:

- (a)** the Charges shall only apply to the Services set out in the Statement of Works;
- (b)** where the Customer instructs the Supplier to provide Services outside the Services set out in the Statement of Works, the Supplier shall be entitled to raise an additional Statement of Works documenting further Charges or may, at the absolute discretion of the Supplier, calculate such Charges based on an hourly rate of £75 per hour plus VAT.
- (c)** the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of

the Services, and for the cost of any materials.

**5.3** The Supplier reserves the right to increase the Charges by providing the Customer with 30 days written notice of the increase in Charges.

**5.4** The Supplier shall invoice the Customer at such intervals as set out in the Statement of Works. Where the Statement of Works does not document the intervals during which invoices will be raised then invoices shall be raised monthly in arrears.

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

- (a)** within 7 days of the date of the invoice; and
- (b)** in full and in cleared funds to a bank account nominated in writing by the Supplier, and

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

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

**5.7** If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under [Clause 9](#), the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this [Clause 5.7](#) will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when that base rate is below 0%.

**5.8** All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

**5.9** The Customer shall indemnify the Supplier in respect of all legal costs and other costs, howsoever arising, incurred by the Supplier associated with the enforcement of this Agreement and recovery of any unpaid sums payable by the Customer under this Agreement.

## **6. INTELLECTUAL PROPERTY RIGHTS**

**6.1** All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.

**6.2** The Supplier grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Deliverables in its business.

**6.3** The Customer shall not sub-license, assign or otherwise transfer the rights granted in [Clause 6.2](#).

**6.4** The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer.

## **7. DATA PROTECTION**

The parties shall comply with their data protection obligations as set out in [Schedule 1](#).

## **8. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**

**8.1** References to liability in this [Clause 8](#) include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

**8.2** Neither party may benefit from the limitations and exclusions set out in

this clause in respect of any liability arising from its deliberate default.

**8.3** Nothing in this [Clause 8](#) shall limit the Customer's payment obligations under the Contract.

**8.4** Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

**8.5** Subject to [Clause 8.2](#) (No limitation in respect of deliberate default), and [Clause 8.4](#) (Liabilities which cannot legally be limited), the Supplier's total liability to the Customer:

- (a) for loss arising from the Supplier's failure to comply with its data processing obligations under [Clause 7](#) shall not exceed the amount paid by the Customer to the Supplier during the 6 months prior to the breach or, in the alternative, £1000, whichever is the lower; and
- (b) for all other loss or damage shall not exceed the amount paid by the Customer to the Supplier during the 6 months prior to the breach or, in the alternative, £1000, whichever is the lower.

**8.6** Subject [Clause 8.2](#) (No limitation in respect of deliberate default), [Clause 8.3](#) (No limitation of customer's payment obligations) and [Clause 8.4](#) (Liabilities which cannot legally be limited), this [Clause 8.6](#) sets out the types of loss that are wholly excluded:

- (a) loss of profits.
- (b) loss of sales or business.
- (c) loss of agreements or contracts.
- (d) loss of anticipated savings.
- (e) loss of use or corruption of software, data or information.
- (f) loss of or damage to goodwill; and
- (g) indirect or consequential loss.

**8.7** The Supplier has given commitments as to compliance of the Services with relevant specifications in [Clause 3](#). In view of these commitments, the terms implied by sections 3 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

**8.8** Unless the Customer notifies the Supplier that it intends to make a claim in respect of an event within the notice period, the Supplier shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire three months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

**8.9** This [Clause 8](#) shall survive termination of the Contract.

## **9. TERMINATION**

**9.1** Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party one months' written notice.

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

**(a)** the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 business days of that party being notified in writing to do so;

**(b)** the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business.

**(c)** the other party suspends, or threatens to suspend, or ceases or threatens to

cease to carry on all or a substantial part of its business;

**(d)** the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

**9.3** Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

**9.4** Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in [Clause 9.2\(b\)](#) to [Clause 9.2\(d\)](#), or the Supplier reasonably believes that the Customer is about to become subject to any of them.

## **10. CONSEQUENCES OF TERMINATION**

**10.1** On termination or expiry of the Contract:

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

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

**10.2** Termination or expiry of the Contract shall not affect any rights, remedies, obligations

or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

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

## 11. GENERAL

- 11.1 Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

### 11.2 Assignment and other dealings.

- (a) The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- (b) The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier.

### 11.3 Confidentiality.

- (a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by [Clause 11.3\(b\)](#).
- (b) Each party may disclose the other party's confidential information:

(i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives,

contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this [Clause 11.3](#); and

(ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

- (c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

### 11.4 Status Determination

(a) The Supplier delivers the Services as an independent contractor and not as an employee.

(b) For the purpose of the Off-Payroll Working regulations (IR35) it is recorded that:

(i) the Supplier may, at their absolute discretion, substitute the individual consultant who provides the Services to the Customer:

(ii) the Supplier shall supply and insure their own equipment for the provision of the Services, save for where the Customer provides specific software for which the Supplier is required to utilise.

### 11.5 Entire agreement.

(a) The Contract 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.

(b) Each party acknowledges that in entering into the Contract 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 the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in the Contract.

(c) Nothing in this clause shall limit or exclude any liability for fraud.

**11.6 Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).



**11.7 Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

**11.8 Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of this Contract deleted under this [Clause 11.7](#) the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

**11.9 Notices.**

(a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be 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); .

(b) Any notice shall be deemed to have been received:

(i) if delivered by hand, at the time the notice is left at the proper address; or

(ii) 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.

(c) This [Clause 11.9](#) does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

**11.10 Third party rights.**

(a) Unless it expressly states otherwise, the Contract does not give rise to any

rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

(b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

**11.11 Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

**11.12 Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

**THE SCHEDULE**

**DATA PROTECTION**

**DEFINITIONS**

**Agreed Purposes:** The performance by each party of its obligations under this agreement,

**Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures:** as set out in the UK Data Protection Legislation in force at the time.

**Data Discloser:** a party that discloses Shared Personal Data to the other party.

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

**Data Protection Legislation:** the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications);

**Permitted Recipients:** the parties to this agreement, the employees of each party, any third parties engaged to perform obligations in connection with this agreement.

**Shared Personal Data:** the personal data to be shared between the parties under clause 1.1 of this agreement. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:

- a. the names of current and potential candidates and existing employees;
- b. their geographical and email addresses;
- c. their home and mobile telephone numbers; and
- d. their academic record, employment history and anything else contained in their CVs;

## 1. DATA PROTECTION

**1.1 Shared Personal Data.** This clause sets out the framework for the sharing of personal data between the parties as controllers. Each party acknowledges that one party (referred to in this clause as the **Data Discloser**) will regularly disclose to the other party Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

**1.2 Effect of non-compliance with UK Data Protection Legislation.** Each party shall comply with all the obligations imposed on a controller under the UK Data Protection Legislation, and any material breach of the UK Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.

**1.3 Particular obligations relating to data sharing.** Each party shall:

- (a) ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
- (b) give full information to any data subject whose personal data may be processed under this agreement of the nature such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be,

transferred to one or more of the Permitted Recipients, their successors and assignees;

- (c) process the Shared Personal Data only for the Agreed Purposes;
  - (d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
  - (e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;
  - (f) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
  - (g) not transfer any personal data received from the Data Discloser outside the EEA unless the transferor complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller) and ensures that:
    - (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the GDPR;
    - or
    - (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or
    - (iii) Binding corporate rules are in place or (iv) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.
- 1.4 Mutual assistance.** Each party shall assist the other in complying with all applicable requirements of the UK Data Protection Legislation. In particular, each party shall:
- (a) consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
  - (b) promptly inform the other party about the receipt of any data subject access request;



- (c) provide the other party with reasonable assistance in complying with any data subject access request;
- (d) not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;
- (e) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the UK Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the other party without undue delay on becoming aware of any breach of the UK Data Protection Legislation;
- (g) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the personal data;
- (h) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
- (i) maintain complete and accurate records and information to demonstrate its compliance with this clause 1.4; and
- (j) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the UK Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the UK Data Protection Legislation.

**1.5 Indemnity.** Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs

and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the UK Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it. The liability of the indemnifying party under this clause shall be subject to the limits set out in clause 8.