

INDIVIDUAL SERVICES TERMS AND CONDITIONS

BY CLICKING 'ACCEPT' ON THESE TERMS AND CONDITIONS AND/OR SUBMITTING AN ORDER FOLLOWING THESE CONDITIONS, YOU ARE CONFIRMING THAT YOU AGREE TO AND ACCEPT THE FOLLOWING TERMS WHICH WILL BE BINDING ON YOU WHEN USING THE WEBSITE, PORTAL AND PLACING ORDERS WITH ECCTIS.

DUE TO THE VARYING WORKLOAD VOLUMES AND TIMEFRAMES INVOLVED, BY SUBMITTING AN APPLICATION WITH PAYMENT, AND IN AGREEING WITH OUR TERMS & CONDITIONS, YOU ACKNOWLEDGE THAT WORK MAY COMMENCE ON AN APPLICATION IMMEDIATELY. YOU SHOULD MAKE EVERY EFFORT TO ENSURE THAT YOU HAVE READ AND UNDERSTOOD THE DETAILS OF THE SERVICE BEING ORDERED, AS IT WILL NOT BE POSSIBLE TO REFUND THE SERVICE FEE WHERE WORK HAS COMMENCED IN REVIEWING YOUR APPLICATION.

IMPORTANT: USER ACCOUNTS CANNOT BE SHARED. EACH QUALIFICATION HOLDER MUST CREATE THEIR OWN ACCOUNT TO USE OUR SERVICES (A MAXIMUM OF ONE ACCOUNT PER QUALIFICATION HOLDER).

1. THESE TERMS

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply services to you. They are legally binding between you and us, Ecctis Limited. These terms and conditions will apply to your use of the Website and any Orders you purchase from us ("**Terms and Conditions**").
- 1.2 **Why you should read them.** Please read these Terms and Conditions carefully, as they set out important information and your rights and obligations. Please note that you must agree to these Terms and Conditions before you upload any documentation and/or place an Order. These Terms and Conditions tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

2. ABOUT US

- 2.1 **Who we are.** Ecctis Limited is a company registered in England and Wales company number 02405026 and whose registered office is at Suffolk House, 68-70 Suffolk Road, Cheltenham, GL50 2ED and with VAT number is GB 535 71 04 56. Ecctis Limited operates services branded as both Ecctis and UK ENIC. These Terms and Conditions cover services offered under the following website domains:

2.1.1 www.ecctis.com; and

2.1.2 www.enic.org.uk

or any other websites by which Ecctis Limited offers services to you (the "**Website(s)**").

In these Terms and Conditions, "**we**", "**us**", "**our**" means Ecctis Limited, also trading as UK ENIC. "**You**", "**your**" means the person applying for Services from us.

"**Writing**" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

"**Order**" means your order for the Services via the Website you have selected, and "**Service(s)**" means the service or services we will provide to you.

- 2.2 **Restrictions:** You can only apply for our Services if you are aged 16 or over and the person whose qualifications are being assessed.
- 2.3 **How to contact us.** Ecctis can be contacted by telephone on +44(0)3309120040 or by email at info@ecctis.com, or by such other contact details as communicated to you from time to time.
- 2.4 **How we may contact you.** If we need to contact you, we will do so using the contact details you provided to us in your Order.

3. OUR CONTRACT WITH YOU

- 3.1 When selecting a Service to purchase, you must make sure that you apply for the correct Service and check that you meet all eligibility requirements (as set out on the Service specific pages) before you submit your Order for the Service.
- 3.2 When you submit an Order on this Website, this constitutes an offer by you to purchase Services in accordance with these Terms and Conditions.
- 3.3 You will then be required to:
- 3.3.1 upload copies of all necessary documentation to support your Order either via the Portal (as defined in clause 5), by email or as otherwise directed by us. The necessary documentation is listed during the ordering process for the relevant Service and evidence of such documentation should be uploaded by you as clear colour photographs. In some cases, additional documentation may be requested and required to process your application;
 - 3.3.2 make payment of the relevant fees as set out on the Service specific pages; and
 - 3.3.3 depending on the Service you have selected we may need to confirm your identity by completing a live identity check. We use software which will scan both your passport (or other relevant identity documents) and your face to confirm your identity using a phone or laptop camera. Where a positive match cannot be confirmed the outcome of the scan will be reviewed by a member of our staff before a final determination is made. Your personal data will be used in accordance with our Privacy Notice which can be found <https://enic.org.uk/privacy-notice/>. Your information and documentation will be processed securely.
- 3.4 After an Order is placed, you have completed the steps above and you have made payment via the payment portal on the Website, we will send an order confirmation to you via the online registration system or via email ("**Order Acceptance**"), at which point a legally binding contract is formed for the supply of the Services between you and us subject to these Terms and Conditions (the "**Contract**").
- 3.5 When you place the Order, you will be asked to select the type of service you want, make the relevant payment via the payment portal and acknowledge and agree that by making this express request for the immediate commencement of Services, you are entitled to cancel the Contract within the statutory cancellation period, however, unless you are using our Early Years service, you may be liable to a charge for cancellation within this period. Your rights relating to ending the Contract after the Contract is formed are set out in clause 14, below.
- 3.6 We have the right to refuse any Order prior to Order Acceptance for any reason. All Orders are subject to availability. We cannot guarantee that any Service will be available at any given time.

4. SUPPLY OF SERVICES

- 4.1 We shall supply the Service to you in accordance with the description of the selected Service which will be published on the relevant Service specific page of the Website ("**Service Description**").
- 4.2 We shall use reasonable endeavours to deliver the Services in accordance with the relevant timetable for delivery, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 4.3 We will complete and send the Service requested by you in the form of a written statement, reference number, or by any other means otherwise communicated to you ("**Application Outcome**"). The Application Outcome will meet the Service Description which you can find in your Order Acceptance email. You can find examples of the Application Outcomes we provide in respect of each Service on our Website.
- 4.4 Once your Application Outcome has been sent to you, the Contract will have been completed.

4.5 We reserve the right to amend the Service Description 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.

4.6 We will provide the Services to you with reasonable care and skill and in accordance with all applicable laws and regulations.

5. COMMUNICATION WITH YOU

5.1 Subject to this Contract, we may, at our discretion, grant you a non-exclusive, non-transferable, non-sublicensable right to access and use a secure upload portal (the "**Portal**") for the submission of one or more Orders and the uploading of relevant supporting documents in support of each Order (the "**Permitted Purpose**") only. In the event that we do not grant this right, you shall provide all supporting documentation required by us via email or as we otherwise direct.

5.2 We will send you updates and may need to communicate with you at any time regarding your Order. We will communicate by email and/or via the Portal. We may also contact you via telephone.

5.2 We will not send marketing communications to you unless you indicate, via opt-in that you wish to receive them.

6. ACCEPTABLE USE

6.1 Except as expressly permitted by law, in relation to your use of this Website and/or the Portal and any material or documentation you upload or share to it, the following provisions shall apply:

6.1.1 you shall use this Website and the Portal at all times in accordance with any instructions or user guidance and these Terms and Conditions;

6.1.2 you must not knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms or other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;

6.1.3 you must not access or use the Portal, or permit it to be accessed or used by or on behalf of any third party

6.1.4 you must not make the Portal available over a network or any other method of remote access or facilitate the same;

6.1.5 you must not use, copy, modify, adapt or create derivative works from the Portal, or decode, reverse engineer, disassemble or make alterations to the Portal, or otherwise seek to obtain or derive the source code to the Portal;

6.1.6 any information or material you share or upload must not infringe the intellectual property of any other person, and must not be fraudulent or misleading;

6.1.7 you will inform us immediately on becoming aware of any unauthorised or illegal use of the Portal;

6.1.8 you shall keep confidential and not share with any third party your password or any access details; and

6.1.9 we may monitor, collect, store and use information on the use and performance of the Website and/or Portal (including documents and data uploaded to it) to detect threats or errors to the Website or Portal and/or our operations and for the purposes of the further development and improvement of our Services, provided that such activities at all times comply with the Privacy Notice.

6.2 You acknowledge that:

6.2.1 whilst the Portal does have data back-up facilities, you must keep your own copies of all documentation and data you upload;

- 6.2.2 we may modify the features and functionality of the Portal and carry out planned maintenance on the Portal outside of normal business hours. We may not inform you in advance of any unavailability of the Portal caused by events outside our control;
- 6.2.3 the Portal may not be appropriate or available for use in location outside the UK. If you access the Portal outside of the UK, you do so at your own risk; and
- 6.2.4 we do not accept any liability in relation to the Portal meeting your needs or requirements or the Portal operating in a manner that is uninterrupted or free from minor errors or defects.

7. YOUR OBLIGATIONS

7.1 You shall for each Service purchased from us:

- 7.1.1 read the Privacy Notice before providing any personal data to us;
- 7.1.2 ensure that any information provided to us, including all documentation uploaded to us via this Website, is true, accurate and up-to-date;
- 7.1.3 not send original documentation to us, unless requested by us. Any original documents received by us will be destroyed after use (such destruction will not take place within the first 90 days from completion of your Order). If we receive a request from you to return your original documents prior to their destruction, we will charge you postage and packaging costs. Upon receipt of the applicable postage and packaging costs, we will return the original documents to you;
- 7.1.4 co-operate with us in all matters relating to the Service;
- 7.1.5 provide us with such information and materials as we may reasonably require in order to supply the Service, and ensure that such information is complete and accurate in all material respects;
- 7.1.6 at all times comply with all applicable laws and regulations; and
- 7.1.7 be responsible for maintaining complete and accurate records of all data, information and all other documentation you submit to us relating to the provision of the Service under the Contract.

7.2 If our performance of any of our obligations under the Contract is prevented or delayed by any act or omission by you or failure by you to perform any relevant obligation ("**Your Default**"):

- 7.2.1 without limiting or affecting any other right or remedy available to it, we shall have the right to suspend performance of the Service until you remedy Your Default, and to rely on Your Default to relieve us from the performance of any of our obligations in each case to the extent Your Default prevents or delays our performance of any of our obligations;
- 7.2.2 we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of our obligations; and
- 7.2.3 you shall reimburse us for any costs or losses sustained or incurred by us arising directly or indirectly from Your Default.

8. CHARGES AND PAYMENT

- 8.1 The charges for the Service will be as quoted on the relevant Website at the time you submit the Order, and confirmed in your Order Acceptance email.
- 8.2 Payment will be made in pounds sterling (£) via credit or debit card online and will be collected by the relevant governmental authority or UK Government Department as specified at the time the Order is submitted (the "**Authority**"). For the avoidance of doubt, the Contract will not be binding until the point of Order Acceptance in accordance with clause 3.4.

- 8.3 Once payment has been collected by the Authority and you have received our Order Acceptance email, you have 12 months from the date you receive our Order Acceptance to supply us with all relevant information and documentation required to complete your application.
- 8.4 If we require additional documentation from you and you do not provide this within the specified period you will need to submit a new application and pay the relevant fee again.
- 8.5 Charges for the Service may change from time to time but changes will not affect any Order we have already accepted.
- 8.6 Where VAT or other taxes are required to be paid, these will be listed on the summary of your Order prior to payment and on your Order Acceptance email.

9. DELIVERY OF APPLICATION OUTCOMES

- 9.1 Your Order Acceptance email will provide an estimated completion and dispatch time for your Application Outcome. Such time estimates are for the completion of your Application Outcome and do not include the time taken for delivery. Subject to clause 9.2, time estimates are calculated as follows:
 - 9.1.1 For Fast-Track Services: your Application Outcome can be progressed once we have sent an Order Acceptance email and will be completed 1 or 2 working days (within business hours of (9:00am to 5:00pm) from completion of the steps set out in clause 3.3.
 - 9.1.2 For all other Services: your Application Outcome can be progressed on completion of the steps set out in clause 3.3. Your Application Outcome will be completed within the number of working days specified for the Service. This will be a time estimate only and due to circumstances outside of our control or unusually high demand, we may not achieve our estimated time for completion. We will be under no obligation to provide a refund where we are unable to comply with time estimates for these reasons.
- 9.2 Research may be required for us to complete your Service (such as gathering information from third parties) and we will inform you as soon as practicable if this is the case. We are unable to provide time estimates where such research is required and we will not be liable for any missed time estimate.
- 9.3 Depending on which Service you have applied for, the default method of providing an Application Outcome to you is either e-statements, which are secure, digitally signed documents delivered directly to your Ecctis account on the Portal, or Unique Person Identifier (UPI) codes provided on the Portal. For the avoidance of doubt, e-statements or UPI codes are not the only method by which we will provide Application Outcomes, as set out in clause 4.3.
- 9.4 E-Statements (which are available for certain Services only) are available to be downloaded immediately after issue and are chargeable per Service. E-Statements do not expire and are a valid alternative to hard-copies of our Application Outcomes (where Application Outcomes take the form of a written statement).
- 9.5 Physical copies of statements are only available to order for certain services. Where a physical copy, is an option available for the Service, if you order a physical copy:
 - 9.5.1 depending on the time of day that the Application Outcome is completed, it will be sent to you either the same day or next working day;
 - 9.5.2 the physical copy of your Application Outcome will be posted to you via a tracked delivery method;
 - 9.5.3 you will be required to pay a postage and packaging fee in addition to the fee for the Service. The charge for your delivery will be shown in your Order summary when you have put the Order in your online basket and on your Order Acceptance email; and
 - 9.5.4 once the physical copy of your Application Outcome has left our offices, it is the responsibility of the postal delivery provider or courier to deliver it. We are not responsible

for any Application Outcomes lost in transit. We reserve the right to charge you to reprint and resend your Application Outcome.

10. CONTACTING ISSUING INSTITUTIONS

10.1 Where necessary to deliver the Service, or to prevent fraud, we will contact the institution or organisation that issued your qualification for the following reasons:

10.1.1 where we need to undertake further research or gather further information in order to provide our Service because:

- (a) such further information is a requirement of the Service you have applied for; or
- (b) it is a new qualification that we have not encountered before and need to establish a comparison level in order to complete the Service; or

10.1.2 where we need to confirm you have completed the course and/or graduated from the institution either because it is a requirement of the Service or we have concerns relating to fraudulent activity.

10.2 When gathering further information for research purposes pursuant to clause 10.1.1 above, we will if it is possible to do so, request information on an anonymous basis and we will not share or request any personal information relating to you. If anonymous information is not sufficient, we will request the information directly from the institution if we are able to lawfully, or you may need to either:

10.2.1 contact your issuing institution yourself, asking them to send specific information directly to us; or

10.2.2 sign a declaration authorising your issuing institution to send us specific information.

10.3 When contacting institutions for the purposes of confirming that you have completed a qualification and/or graduated pursuant to clause 10.1.2 above, we will conduct one or more of the following:

10.3.1 if we are able to do so lawfully, contact your institution directly, or via a third-party company, requesting they confirm that you completed your studies and/or have graduated;

10.3.2 ask you to contact the institution yourself, asking them to send us confirmation in writing that you have completed your studies and/or graduated;

10.3.3 ask you to sign a declaration authorising your issuing institution to send confirmation in writing to us that you have completed your studies and/or graduated.

10.4 For the purposes of clause 10.3 above, you agree that we can share details of your qualification and/or identity documents with the institution or organisation.

10.5 For the avoidance of doubt, where a Service requires verification in accordance with this clause 10, we will not be able to complete Orders if we have not received a response from the relevant institution or organisation within the timeframe set out in the Service Description. In such instances, the Order will be closed and you will not be eligible for a refund.

11. PROTECTING YOUR DATA

11.1 We will comply with applicable UK and EU data protection laws at all times during the Contract and when processing your personal data.

11.2 For purposes of this clause 11, “**controller**”, “**processor**”, “**processing**”, and “**personal data**” shall have the meaning given to them in the UK and EU data protection laws (and the terms “**process**” and “**processed**” shall be construed accordingly).

11.3 Any information that you provide to support an application for a Service will be processed in

accordance with our Privacy Notice, which can be read at <https://enic.org.uk/privacy-notice/>. Our Privacy Notice also contains information on the types of Personal Data which will be shared between the parties during the Contract.

11.4 In respect of the personal data processed under the Contract, we shall act as:

11.4.1 a processor acting on behalf of a UK governmental, statutory, regulatory or public body or such other third party controller as further detailed in the Ecctis Privacy Notice; or

11.4.2 an independent controller in respect of any other processing activity that we carry out in connection with the Contract.

11.5 Depending on the Services selected, we may be acting as a processor pursuant to 11.4.1 or a controller pursuant to 11.4.2. We have identified when we will be acting as either processor or controller in the Privacy Notice.

12. RELIANCE ON INFORMATION PROVIDED BY US

12.1 When we deliver our Services, the information we provide is an evidence-based opinion arrived at using expertise in the field. Unless otherwise stated, we provide a general level of qualification that is not specific to the subject studied, the institution or organisation that issued the qualification or grades that were obtained.

12.2 When you provide your Application Outcome to a third party, they may or may not choose to rely on the assessment we make and they cannot be compelled to agree with or rely on our opinion.

12.3 We will not be held liable for any financial loss that you may suffer when someone else relies on, or chooses not to rely on, the opinions expressed in our Application Outcomes.

13. LIABILITY

13.1 We are responsible for losses you suffer caused by us breaking this Contract, unless the loss is:

13.1.1 **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your Order meant we should have expected it (so the loss was unforeseeable);

13.1.2 **Caused by a delaying event outside our control.** We are not responsible for delays outside our control; or

13.1.3 **Avoidable.** Something you could have avoided by taking reasonable action. For example, any losses resulting as a result of a delay to your application, which was caused by your delay in providing the necessary documentation to us.

14. ENDING THIS CONTRACT

14.1 If you have ordered the incorrect Service, we are unable to make a Service change once payment has been made, and you will need to request a cancellation of your Order.

14.2 Any requests to cancel Orders should be made in writing by sending a message via the Portal, or via email if the Portal has not been made available to you. If you make a request by telephone, we will ask you to confirm the request to cancel the Order in writing.

14.3 **Fees payable on cancelling an Order:** If you wish to cancel the Service you have applied for, unless you are using the Early Years service, the following fees (plus VAT or other taxes if they apply) will be charged depending on the Service selected by you and the stage your Order has reached:

Service	Stage	Refund amount
Statement of comparability / Qualification	Application paid for and submitted, application has not been allocated for review	Full refund

reference statement/ Translation Waiver Service/ Fast Track add-on service		
Statement of comparability / Qualification reference statement Translation Waiver Service/ Fast Track add-on service	Application paid for and submitted, application has been allocated for review or has been reviewed	No refund is applicable

- 14.5 Any fees owed to you in accordance with the above table will be refunded to the payment card used for the original purchase.
- 14.6 We may end the Contract with you, suspend the supply of Services under the Contract or revoke all or any part of the Application Outcomes issued to you from previous Orders you have purchased with us, with immediate effect by giving you notice in writing if:
- 14.6.1 we suspect or detect any dishonesty or fraudulent activity which has been committed by you (for the avoidance of doubt, if a live identity check needs to be completed by you (as set out in clause 3.3.3), then allowing any third party other than you to complete the check will be deemed a fraudulent activity);
 - 14.6.2 we suspect that you are not using our Services for your own personal, non-commercial and lawful purposes;
 - 14.6.3 you have provided us with any materially incomplete or inaccurate information; or
 - 14.6.4 you have behaved in an inflammatory, offensive, or otherwise unacceptable manner towards us or any of our employees or contractors acting on our behalf.
- 14.7 We may end the Contract with you in the very limited circumstance where the contract which we have in place with an Authority relating to the provision of the Service expires or the Authority cancels such contract with us, and as a result we are no longer able to fulfil the provision of the Service to you. In these circumstances, we will provide you with two months' prior written notice before ending this Contract and we will refund all the fees you have paid in respect of the purchased Services which have not already commenced.
- 14.8 If we end the Contract, suspend the Services or revoke any Application Outcomes due to the reasons set out above, you may raise a complaint following the procedure set out below.
- 14.9 In addition to our rights above, if we suspect that you are providing false information or we detect or suspect fraudulent activity, we have the right to pass your information to the police, other fraud prevention agencies, Government departments or other government agencies.
15. **RESOLVING ERRORS AND DISPUTES**
- 15.1 **Errors:** you should contact us immediately via email or via submitting a message on the Portal if you think we have made a factual error on your Application Outcome or if you would like us to clarify information on or regarding your Application Outcome.
- 15.2 **Our complaints policy:** If you have any complaint about the Services provided under the Contract (including if you are unhappy with the result of an assessment we have made or if you would like to appeal a fraud decision) you can raise the complaint in accordance with the procedure detailed

in the Complaints Policy. We agree to attempt in good faith to resolve any complaints in accordance with the Complaints Policy.

- 15.3 **Resolving disputes without going to court:** If we are unable to resolve your complaint after following our Complaints Policy, we would encourage you to submit the complaint to an ADR body approved by the Chartered Trading Standards Institute, who will attempt to help us resolve the dispute without the need to go to court. Please contact us for the name and website address of an approved ADR body in our business sector. The ADR body will not charge you for making a complaint. If you are not satisfied with the outcome, you can still go to court.
- 15.4 **Going to court:** These Terms and Conditions are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.
16. **OTHER IMPORTANT TERMS**
- 16.1 **Events beyond your or our control.** Neither you nor we shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of your or our obligations under the Contract if such delay or failure result from events, circumstances or causes beyond your or our reasonable control.
- 16.2 **Transfer of Contract.** We may at any time transfer our Contract with you, so that a different organisation is responsible for supplying the Services to you. We will inform you in writing if this happens and we'll ensure that the transfer won't affect your rights under the Contract.
- 16.3 **Confidentiality.**
- 16.3.1 You and we shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other, except as permitted by clause 16.3.2.
- 16.3.2 We may disclose your confidential information:
- (a) to the extent necessary to perform our obligations under the Contract;
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority or any UK Government Department to the extent necessary; and
 - (c) to the extent that any third party to whom you give or show an Application Outcome (such as a potential or existing employer) requests that we confirm the contents against our records as a fraud prevention measure. We will only confirm whether or not the Application Outcome matches our records and will not provide any information to them about you that they do not already have in their possession.
- 16.4 **Entire agreement.** The Contract constitutes the entire agreement between you and us and replaces all previous agreements, promises, and understandings between you and us.
- 16.5 **Changes to the Contract.** Except as set out in these Terms and Conditions, no changes can be made to the Contract unless changes are agreed in writing and signed by you and our Director of Operations and/or Head of Sectorial Evaluation Service.
- 16.6 **Changes to these Terms and Conditions.** We may make changes to these Terms and Conditions at any time, however, the terms which apply to the Contract will be those in force at the time that the terms were accepted by you and/or the Order was submitted to us.
- 16.7 **Records.** You should print out or save a copy of these Terms and Conditions for your records, as we will not save or file a copy for you. These terms are only available in English.
- 16.8 **Delay in enforcing rights.** You or we might not immediately enforce a right we have under the

Contract, but that does not mean that either of us can't enforce that right later. You or we only give up our rights or remedies if this is set out in writing. When you give up any rights or remedies under the Contract or by law in this way, this doesn't mean that you are agreeing to give up any subsequent rights or remedies.

- 16.9 **If a court invalidates some of the Contract, the rest of it will still apply.** 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 the Contract.

16.10 **Notices.**

- 16.10.1 Any notice given to a party under or in connection with the Contract shall be sent by email to the following addresses, unless otherwise agreed between you and us:

(a) in the case of Ecctis: info@ecctis.com; and

(b) in the case of you: your email address, as specified in your Order submission.

- 16.10.2 Any notice shall be deemed to have been received if sent by email at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours (9.00am to 5.00pm (GMT) Monday to Friday on a day that is not a public holiday in the place of receipt) resume.

- 16.10.3 This clause relating to notices 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.

- 16.11 **Anti-Bribery and Anti-Corruption.** For the purposes of this clause, the expressions adequate procedures and associated with shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it. You shall, during the term of this Agreement

- 16.11.1 comply with all applicable laws relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010;

- 16.11.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

- 16.11.3 immediately notify us as soon as you become aware of a breach or possible breach of any of the requirements in this clause 16.11. Any breach of this clause 16.11 shall be deemed a material breach of this Agreement and shall entitle us to terminate the Contract with immediate effect; and

- 16.11.4 shall provide such supporting evidence of compliance with the provisions of this clause 16.11 as we may reasonably request.

- 16.12 **Third party rights.** These Terms and Conditions are between you and us. No other person can enforce it, end it, or change the terms of it.