

BUSINESS TERMS AND CONDITIONS

These Conditions are legally binding between the Corporate Organisation and Ecctis and apply to all Services provided by Ecctis to Corporate Organisations (or from its affiliate brands including UK ENIC). These Conditions, and the following schedules (as relevant) form a binding contract between Ecctis and the Corporate Organisation (the “**Services Contract**”):

- a) Schedule 1: Bundle Terms and Conditions
- b) Schedule 2: Subscription Terms and Conditions
- c) Schedule 3: Training and Events Terms and Conditions

(each the “**Service-Specific Terms**”).

These Conditions are intended to apply to all Services provided by Ecctis to the Corporate Organisation, unless any of the Service-Specific Terms state otherwise. If there is a conflict between these Conditions and any of the Service-Specific Terms, the relevant set of Service-Specific Terms will prevail.

Please read these Conditions carefully, as they set out important information about the Corporate Organisation’s and Ecctis’ rights and obligations. Please note that you must agree to these Conditions before you place an Order.

BY SUBMITTING AN ORDER FOLLOWING RECEIPT OF THESE CONDITIONS, YOU ARE CONFIRMING ON BEHALF OF THE CORPORATE ORGANISATION THAT THE CORPORATE ORGANISATION AGREES TO AND ACCEPTS THE FOLLOWING TERMS WHICH WILL BE BINDING ON THE CORPORATE ORGANISATION WHEN PLACING ORDERS WITH ECCTIS. BY ACCEPTING THE FOLLOWING TERMS IN THIS WAY, YOU CONFIRM THAT YOU HAVE AUTHORITY TO DO SO FOR AND ON BEHALF OF THE CORPORATE ORGANISATION.

THIS IS A BUSINESS TO BUSINESS SERVICES CONTRACT AND IS NOT TO BE ENTERED INTO BY CONSUMERS. YOU SHOULD ONLY ACCEPT THESE CONDITIONS BY SUBMITTING AN ORDER FOLLOWING RECEIPT OF THESE CONDITIONS IF YOU ARE DOING SO ON BEHALF OF A CORPORATE ORGANISATION.

WHERE THE CORPORATE ORGANISATION DOES NOT AGREE TO ANY OF THE TERMS OF THIS AGREEMENT, IT SHOULD NOT PLACE ANY ORDERS. WITHOUT AN ORDER, THE CORPORATE ORGANISATION WILL NOT BE ALLOWED TO RECEIVE THE SERVICES.

ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 8 (LIMITATION OF LIABILITY)

1. ABOUT ECCTIS

1.1 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.

1.2 Ecctis can be contacted by the following details in relation to each Service:

Service	Email Address	Telephone
Corporate Bundles	bundles@enic.org.uk	01242 258604
Memberships	members@enic.org.uk	01242 258605

Events and Bookings	events@enic.org.uk	01242 258605
Refugees	refugee@enic.org.uk	01242896000

1.3 Formal notice in relation to matters under the Services Contract should be provided in accordance with clause 12.8.

2. **INTERPRETATION**

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

2.1 Definitions:

- “ADR Notice”** has the meaning set out in clause 12.9.2.
- “Appeals Process”** means Ecctis’ appeals process, as updated from time to time, and found within the Complaints Policy. The current version of which is set out at: <https://ecctis.com/code-of-practice/application-procedures>
- "Business Day"** means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
- "Charges"** means the charges payable by the Corporate Organisation for the supply of the Services in accordance with clause 5.2.
- “Complaint”** has the meaning set out in clause 12.9.1.
- “Complaints Policy”** means the policy [set out at <https://ecctis.com/code-of-practice/application-procedures> and <https://www.enic.org.uk/contact-us/complaints>] as amended from time to time
- "Conditions"** means these terms and conditions as amended from time to time in accordance with clause 12.5.
- "Control"** has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.
- “Controller”** has the meaning set out in the Data Protection Legislation.
- "Corporate Organisation"** means the firm who purchases Services from Ecctis.
- "Corporate Organisation Default"** has the meaning set out in clause 4.5.
- “Data Protection Legislation”** means all applicable data protection and privacy legislation in force from time to time in the UK and/or EU including the GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time in the UK and/or EU which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of

practice issued by the ICO or other relevant European regulatory authority and applicable to a party.

“Ecctis”	means Ecctis Limited, 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.
“GDPR”	means Regulation (EU) 2016/679 of the European Parliament and of the Council 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection) OJ L 119/1, 4.5.2016.
“ICO”	means the UK Information Commissioner’s Office, or any successor or replacement body from time to time;
"Intellectual Property Rights"	means patents, rights to inventions, copyright and neighbouring 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.
“Personal Data”	has the meaning set out in the Data Protection Legislation.
"Order"	means the Corporate Organisation's order for Services
“Order Acceptance”	has the meaning given to it in clause 3.3
“Relevant Authority”	has the meaning given to it in clause 6.2.
“Privacy Notice”	means Ecctis’ privacy notice as updated from time to time and available at https://www.ecctis.com/privacy-notice
“Services”	means the services to be supplied by Ecctis to the Corporate Organisation as set out in an Order, which may include: <ul style="list-style-type: none">i) the Bundle Services (as defined in Schedule 1);ii) the Subscription Services (as defined in Schedule 2); andiii) the Training and Event Services (as defined in Schedule 3).
“Specification”	means the description and specification of the Services as provided by Ecctis via email, or as published on the UK ENIC Portal, and in either case as updated by Ecctis from time to time.
“UK ENIC Portal”	means the following websites, as applicable: <p>(a) in respect of the Bundle Services (as defined in Schedule 1): https://www.enic.org.uk/organisations/statements-for-individuals</p>

(b) in respect of the Subscription Services (as defined in Schedule 2): <https://www.enic.org.uk/organisations/membership-packages>

(c) in respect of the Events bookings (as defined in Schedule 3): <https://www.enic.org.uk/organisations/training>

or any other websites by which Ecctis offers services to the Corporate Organisation.

2.2 Interpretation:

2.2.1 A reference to legislation or a legislative provision:

- (a) is a reference to it as amended, extended or re-enacted from time to time; and
- (b) shall include all subordinate legislation made from time to time under that legislation or legislative provision.

2.2.2 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.

2.2.3 A reference to **writing** or **written** includes fax and email.

3. BASIS OF CONTRACT

3.1 The Order constitutes an offer by the Corporate Organisation to purchase Services in accordance with these Conditions.

3.2 After an Order is placed, Ecctis will send the Corporate Organisation an acknowledgment email to confirm that it has received the Order. This does not mean that the Order has been accepted by Ecctis. An Order is an offer to purchase the Services from Ecctis subject to these Conditions.

3.3 Acceptance of an Order by Ecctis takes place when the Corporate Organisation has paid for the Services via the payment portal on the **UK ENIC Portal** (or by other methods, such as bank transfer, when made available by Ecctis) and an order confirmation email from Ecctis has been received ("**Order Acceptance**"), at which point a legally binding contract is formed for the supply of the Services subject to these Conditions.

3.4 Ecctis has the right to reject any Order prior to Order Acceptance for any reason.

3.5 Any descriptive matter or advertising issued by Ecctis, and any descriptions contained in Ecctis' marketing material, 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 Services Contract or have any contractual force, except to the extent that such descriptions, advertisements or marketing material are replicated in the Specification.

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

3.7 All Orders are subject to availability. Ecctis cannot guarantee that any Service will be available at any given time.

4. SUPPLY OF SERVICES

4.1 Ecctis shall supply the Services to the Corporate Organisation in accordance with the Specification in all material respects.

- 4.2 Ecctis 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 Ecctis reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services.
- 4.4 Ecctis warrants to the Corporate Organisation that the Services will be provided using reasonable care and skill and in accordance with all applicable laws and regulations.
- 4.5 If Ecctis' performance of any of its obligations under the Services Contract is prevented or delayed by any act or omission by the Corporate Organisation or failure by the Corporate Organisation to perform any relevant obligation ("**Corporate Organisation Default**"):
- 4.5.1 without limiting or affecting any other right or remedy available to it, Ecctis shall have the right to suspend performance of the Services until the Corporate Organisation remedies the Corporate Organisation Default, and to rely on the Corporate Organisation Default to relieve it from the performance of any of its obligations in each case to the extent the Corporate Organisation Default prevents or delays Ecctis' performance of any of its obligations;
 - 4.5.2 Ecctis shall not be liable for any costs or losses sustained or incurred by the Corporate Organisation arising directly or indirectly from Ecctis' failure or delay to perform any of its obligations as set out in this clause 4; and
 - 4.5.3 the Corporate Organisation shall reimburse Ecctis on written demand for any costs or losses sustained or incurred by Ecctis arising directly or indirectly from the Corporate Organisation Default.

5. **CHARGES AND PAYMENTS**

- 5.1 Unless stated otherwise in any of the Service-Specific Terms, the following provisions will apply to payments and charges made pursuant to these Conditions.
- 5.2 The Charges for the Services will be as quoted on the UK ENIC Portal at the time you submit the Order, and confirmed in your Order Acceptance email.
- 5.3 Payment will be made in pounds sterling (£). Payments made via credit or debit card will be on the UK ENIC Portal and receipt of payment will be confirmed via the UK ENIC Portal. Payment made via bank transfer, when made available by Ecctis, will be confirmed via email. For the avoidance of doubt, the Services Contract will not be binding until the point of Order Acceptance in accordance with clause 3.3.
- 5.4 Charges for the Service may change from time to time but changes will not affect any Order we have already accepted.
- 5.5 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.

6. **INTELLECTUAL PROPERTY RIGHTS**

- 6.1 The Corporate Organisation acknowledges that all Intellectual Property Rights in the Services are owned by Ecctis or the Relevant Authority (as applicable) or licensed to Ecctis. To the extent that the Corporate Organisation or any person acting on its behalf acquires any Intellectual Property Rights in any part of the Services, the Corporate Organisation shall assign or procure the assignment of such Intellectual Property Rights with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to Ecctis or the Relevant Authority (as applicable) or such third party as Ecctis or the Relevant Authority may elect. The Corporate Organisation shall execute all

such documents and do such things as Ecctis may consider necessary to give effect to this clause 6.1.

6.2 The Corporate Organisation grants Ecctis a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Corporate Organisation to Ecctis for such period as Ecctis is required to do so by the UK Government or any UK Governmental department (including the Home Office and the Department for Education), or any other governmental, statutory, regulatory or public body that has authority over the activities conducted by the parties under the Services Contract (each a “**Relevant Authority**”), for the purpose of providing the Services to the Corporate Organisation.

7. **DATA PROTECTION**

7.1 For purposes of this clause 7, “**Controller**”, “**Processor**”, “**Processing**”, and “**Personal Data**” shall have the meaning given to them in the Data Protection Laws (and the terms “**Process**” and “**Processed**” shall be construed accordingly).

7.2 The parties anticipate that, in respect of the Personal Data Processed under the Contract:

7.2.1 the Corporate Organisation shall act as an independent Controller of Personal Data relating to its personnel or other individuals that the Services relate to;

7.2.2 Ecctis shall act as:

(a) a Processor acting on behalf of a Relevant Authority or such other third party Controller as further detailed in the Ecctis Privacy Notice; or

(b) an independent Controller in respect of any other Processing activity that it carries out in connection with the Contract.

7.2.3 Ecctis has identified when it will be acting as either a Processor or Controller in the Privacy Notice.

7.3 Each party shall ensure compliance with applicable Data Protection Laws at all times during the Contract.

7.4 The types of Personal Data which will be shared between the parties during the Services Contract shall be set out in the Privacy Notice.

7.5 Ecctis shall Process the Personal Data under the Services Contract in accordance with the Privacy Notice,

7.6 Ecctis shall retain the Personal Data for as long as it is required to do so by the Relevant Authority, applicable law, or as is otherwise necessary to fulfil the purpose it was collected for, which is further detailed in the Privacy Notice.

8. **LIMITATION OF LIABILITY: THE CORPORATE ORGANISATION'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 Services 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 Corporate Organisation's payment obligations under the Contract.

- 8.4 Nothing in the Services Contract limits any liability which cannot legally be limited, including but not limited to liability for:
- 8.4.1 death or personal injury caused by negligence;
 - 8.4.2 fraud or fraudulent misrepresentation; and
 - 8.4.3 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), Ecctis' total liability to the Corporate Organisation in relation:
- 8.5.1 for loss arising from Ecctis' failure to comply with its data protection obligations under clause 7 shall not exceed an amount equivalent to 300% of the Charges paid by the Corporate Organisation to Ecctis; and
 - 8.5.2 for all other loss or damage shall not exceed an amount equivalent to 100% of the Charges paid by the Corporate Organisation to Ecctis.
- 8.6 Subject clause 8.2 (No limitation in respect of deliberate default), clause 8.3 (No limitation of Corporate Organisation'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:
- 8.6.1 loss of profits.
 - 8.6.2 loss of sales or business.
 - 8.6.3 loss of agreements or contracts.
 - 8.6.4 loss of anticipated savings.
 - 8.6.5 loss of use or corruption of software, data or information.
 - 8.6.6 loss of or damage to goodwill; and
 - 8.6.7 indirect or consequential loss.
- 8.7 The terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

9. **TERMINATION**

- 9.1 Without affecting any other right or remedy available to it, either party may terminate the Services Contract with immediate effect by giving written notice to the other party if:
- 9.1.1 the other party commits a material breach of any term of the Services Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;
 - 9.1.2 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), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

9.1.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

9.1.4 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 Services Contract has been placed in jeopardy.

9.2 Without affecting any other right or remedy available to it, Ecctis may, at its option, (i) terminate the Services Contract in whole or in part; and/or (ii) suspend the supply of the Services under the Services Contract in whole or in part, with immediate effect by giving written notice to the Corporate Organisation if:

9.2.1 there is a change of control of the Corporate Organisation; or

9.2.2 Ecctis, acting reasonably, deems the Corporate Organisation, or any employee or contractor acting on behalf of the Corporate Organisation, to have behaved in an inflammatory, offensive, or otherwise unacceptable manner towards Ecctis or any employee or contractor acting on behalf of Ecctis.

9.3 In the event that Ecctis terminates the Contract, suspends delivery of the Services or revokes or rescinds any statements pursuant to clause 9.2, the Corporate Organisation may appeal this decision via the Appeals Process.

10. **CONSEQUENCES OF TERMINATION**

10.1 On termination or expiry of the Contract, the Corporate Organisation shall:

10.1.1 return all materials and documents provided by Ecctis to the Corporate Organisation.

10.2 Termination or expiry of the Services 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 Services Contract which existed at or before the date of termination or expiry.

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

10.4 The Corporate Organisation acknowledges that, in circumstances where Ecctis terminates or suspends performance of the Services under the Services Contract pursuant to clause 7.2.1, the Relevant Authority will be entitled to retain all sums paid by the Corporate Organisation.

11. **AUDIT**

11.1 The Corporate Organisation shall allow and procure for Ecctis (and any authorised representatives of Ecctis) access to audit (and take copies of) the relevant records of the Corporate Organisation and the Authorised Users (where applicable), to the extent necessary to verify compliance with these Conditions.

11.2 Unless otherwise agreed in writing, the inspections and audits referred to in clause 11.1 shall be undertaken:

11.2.1 during normal business hours on Business Days;

11.2.2 subject to the provision by Ecctis of reasonable notice; and

11.2.3 not more than twice in any calendar year.

- 11.3 The Corporate Organisation shall, at its own cost, provide all reasonable assistance and co-operation to Ecctis in conducting any inspection or audit undertaken under this clause 11. Ecctis will comply with the Corporate Organisations reasonable directions to minimise disruption to its business and to safeguard the confidentiality of its data.
- 11.4 The Corporate Organisation acknowledges and agrees that Ecctis may be subject to an audit by a Relevant Authority, under which the Relevant Authority may require access to, and copies of, Ecctis' documentation, including all documentation provided by the Corporate Organisation to Ecctis under the Contract.
12. **GENERAL**
- 12.1 **Force majeure.** Neither party shall be in breach of the Services Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Services Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 12.2 **Assignment and other dealings.**
- 12.2.1 Ecctis 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.
- 12.2.2 The Corporate Organisation 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 Services Contract without the prior written consent of Ecctis.
- 12.3 **Confidentiality.**
- 12.3.1 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 12.3.2 and 12.3.3.
- 12.3.2 Each party may disclose the other party's confidential information:
- (a) 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 12.3; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3.3 Ecctis may, acting reasonably in the circumstances, disclose the confidential information of the Corporate Organisation and/or the Qualification Holder (where applicable) to a Relevant Authority.
- 12.3.4 Subject to clause 12.3.3, neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.
- 12.4 **Entire agreement.**
- 12.4.1 The Services 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.
- 12.4.2 Each party acknowledges that in entering into the Services 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.

12.4.3 Nothing in this clause shall limit or exclude any liability for fraud.

12.5 **Variation.**

12.5.1 Except as set out in these Conditions, no variation of the Services Contract shall be effective unless it is in writing and signed by (i) the authorised representative of the Corporate Organisation and (ii) Ecctis.

12.5.2 Ecctis may make changes to these Conditions at any time, however, the terms which apply to the Services Contract will be those in force at the time that the terms were accepted by the Corporate Organisation and/or the Order was submitted to Ecctis.

12.5.3 The Corporate Organisation should print out or save a copy of these Conditions for its records, as Ecctis will not save or file a copy for the Corporate Organisation. These terms are only available in English.

12.6 **Waiver.** A waiver of any right or remedy under the Services 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 Services 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 Services Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

12.7 **Severance.** If any provision or part-provision of the Services 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 Services Contract deleted under this clause 12.7 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.

12.8 **Notices.**

12.8.1 Any notice given to a party under or in connection with the Services 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); or sent by email to:

(a) in the case of Ecctis:

(i) regarding Bundle Services at: bundles@enic.org.uk;

(ii) regarding Subscription Services at: members@enic.org.uk; and

(iii) regarding Events at: events@enic.org.uk

(b) in the case of the Corporate Organisation: the primary contact's email address, as specified in the Order.

12.8.2 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 9.00am on the second Business Day after posting; or

- (c) 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 resume. In this clause 12.8.2(c), business hours means 9.00am to 5.00pm (GMT) Monday to Friday on a day that is not a public holiday in the place of receipt.

12.8.3 This clause 12.8 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.

12.9 **Complaints.**

12.9.1 In the event of any complaint by the Corporate Organisation arising out of or in relation to the Services provided under the Services Contract ("**Complaint**"), the Corporate Organisation shall raise the Complaint in accordance with the procedure detailed in the Complaints Policy. Both parties agree to attempt in good faith to resolve any Complaints in accordance with the Complaints Policy.

12.9.2 In the event that the Complaint is not resolved within thirty (30) Business Days after the Corporate Organisation first notifies Ecctis of the complaint in accordance with the Complaints Policy, the parties agree to enter into mediation in good faith to settle the Complaint and will do so in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation, a party must give notice in writing ("**ADR Notice**") to the other party to the Complaint, requesting a mediation. A copy of the ADR Notice should be sent to CEDR.

12.9.3 Neither party may commence any court proceedings in relation to the whole or any part of the Complaint until it has attempted to settle the dispute by mediation and either the mediation has terminated, or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

12.10 **Anti-Bribery and Anti-Corruption.** For the purposes of this clause 12.10 the expressions adequate procedures and associated with shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.

12.10.1 The Corporate Organisation shall, and shall procure that all Qualification Holders (where Bundle Services are being provided) shall, during the term of this Agreement:

- (a) comply with all applicable laws relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010;
- (b) 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;
- (c) immediately notify Ecctis as soon as it becomes aware of a breach or possible breach of any of the requirements in this clause 12.10.1. Any breach of this clause 12.10.1 shall be deemed a material breach of this Services Contract and shall entitle Ecctis to terminate this Services Contract with immediate effect; and
- (d) shall provide such supporting evidence of compliance with the provisions of this clause 12.10.1 as Ecctis may reasonably request.

12.11 **Anti-Slavery.** The Corporate Organisation undertakes, warrants and represents that it shall comply at all times during the term of the Services Contract with applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force, including but not limited to the Modern Slavery Act 2015, and it shall not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct had been carried out in England and Wales.

12.12 **Third party rights.**

12.12.1 Unless it expressly states otherwise, the Services Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

12.12.2 The rights of the parties to rescind or vary the Services Contract are not subject to the consent of any other person.

12.13 **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.

12.14 **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 Services Contract or its subject matter or formation.

SCHEDULE 1

BUNDLE TERMS AND CONDITIONS

These are the terms and conditions relating to the Bundle Services (“**Bundle Terms**”) and are legally binding between the Corporate Organisation and Ecctis. The Bundle Terms set out (1) the Authorised Users’ use and access to the Secure Portal and (2) any service-specific terms regarding the purchases of Bundle Services from Ecctis (or from its affiliate brands including UK ENIC) beyond the terms already set out in the Conditions.

The Bundle Terms are to be read in conjunction with the Conditions, however, if there is a conflict between the Conditions and the Bundle Terms then, for the purpose of the Bundle Services, the Bundle Terms will take priority.

1. **INTERPRETATION**

The following specific definitions and rules of interpretation apply in the Bundle Terms.

1.1 Definitions:

“Application Form(s)”	means the application form(s) completed in accordance with the Contract.
“Application Report”	has the meaning given to it in paragraph 2.10.
“Authorised Users”	means the users named on the Application Form (being employees, or contractors of the Corporate Organisation) authorised by the Corporate Organisation to access and use the Secure Portal in accordance with the terms of the Contract.
“Bundle Charge(s)”	has the meaning given to it in paragraph 5.1.
“Bundle Services”	means the bundle services supplied by Ecctis to the Corporate Organisation as set out in the Order.
“Credit(s)”	means credit(s) purchased pursuant to an Order by the Corporate Organisation.
“Letter of Authorisation”	means the letter of authorisation in the form made available to the Corporate Organisation by Ecctis as amended from time to time, which shall be completed by the Qualification Holder, signed by the Qualification Holder, and submitted by the Corporate Organisation to Ecctis as part of the Application Form.
“Permitted Purpose”	means the use of the Secure Portal for the submission of one or more Application Forms and the uploading of relevant supporting documents in support of each Application Form;
“Qualification Holder”	means the qualification holder whose details are set out in an Application Form.
“Secure Portal”	means the online portal made available to the Corporate Organisation from time to time pursuant to paragraph 2.1.
“Uploaded Data”	means all data uploaded to the Secure Portal by the Corporate Organisation, or provided by the Corporate Organisation to Ecctis by email including but not limited to Application Forms, Letters of Authorisation, copies of passports and qualifications and all other supporting documentation and information.

2. SECURE PORTAL

- 2.1 Subject to these Conditions, Ecctis may, at its discretion, grant the Corporate Organisation a non-exclusive, non-transferable, non-sublicensable (other than as permitted under paragraph 2.2) right to access and use the Secure Portal for the Permitted Purpose only. The remaining provisions of this paragraph 2.1 shall only apply if the right to access and use the Secure Portal is granted. In the event that Ecctis does not grant this right, the following provisions will not apply and the Corporate Organisation shall submit Application Form(s) and all supporting documentation required to Ecctis via email or as otherwise directed by Ecctis.
- 2.2 The rights granted at paragraph 2.1 include a right for the Corporate Organisation to grant sub-licences to the Authorised Users, subject to these Conditions, including those at paragraph 3.
- 2.3 Except as expressly permitted by law, the Corporate Organisation shall not, and shall procure that each Authorised User shall not:
- 2.3.1 use, copy, modify, adapt, correct errors, or create derivative works from, the Secure Portal;
 - 2.3.2 decode, reverse engineer, disassemble, decompile or otherwise translate, or make alterations to the Secure Portal, convert the Secure Portal, or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or non-public APIs to the Secure Portal, other than as expressly permitted under sections 50B and 296A of the Copyright Designs and Patents Act 1988 (and then only upon advance notice in writing to Ecctis);
 - 2.3.3 assign, rent, transfer, provide or enable access, sub-licence, lease, resell, distribute, publish, broadcast, transmit, store, archive, display publicly to third parties, disclose or otherwise deal in or encumber the Secure Portal (in each case, whether or not for charge);
 - 2.3.4 remove or modify any copyright or similar notices, or any of the Ecctis' or any other person's branding, that the Secure Portal causes to be displayed when used;
 - 2.3.5 access or use the Secure Portal, or permit it to be accessed or used, by or on behalf of any third party, otherwise than for Permitted Purpose;
 - 2.3.6 interfere with any license key mechanism in the Secure Portal or otherwise attempt to circumvent or interfere with any security features of the Secure Portal or mechanisms intended to limit the Corporate Organisation's use; or
 - 2.3.7 make the Secure Portal available over a network or any other method of remote access, or facilitate the same.
- 2.4 Subject to paragraphs 2.5 and 2.9, Ecctis will use reasonable endeavours to ensure that the Secure Portal is available during normal business hours on Business Days.
- 2.5 Ecctis shall use reasonable endeavours to (i) carry out planned maintenance outside of normal business hours on Business Days and (ii) make the Corporate Organisation aware of any planned maintenance and downtime of the Secure Portal. The Corporate Organisation acknowledges that it may not receive advance notification for downtime caused by force majeure or for other emergency maintenance.
- 2.6 The Corporate Organisation acknowledges that whilst the Services do include a dedicated data back-up facility, the Corporate Organisation must ensure that it maintains copies of all Uploaded Data.
- 2.7 The Corporate Organisation acknowledges that Ecctis may modify the features and functionality of the Secure Portal.

- 2.8 Ecctis may, without limitation to the generality of paragraph 2.7, establish new limits on the Secure Portal (or any part), including limiting the volume of data which may be used, stored or transmitted or make alterations to data retention periods.
- 2.9 The Corporate Organisation acknowledges that Ecctis does not give any warranty or representation and does not accept any liability (howsoever arising whether under contract, tort, in negligence or otherwise) in relation to:
- 2.9.1 the Secure Portal meeting the Corporate Organisation's individual needs or business requirements, whether or not such needs or requirements have been communicated to it; or
- 2.9.2 the Secure Portal operating in a manner which is uninterrupted or free from minor errors or defects.
- 2.10 Ecctis, upon reasonable request from the Corporate Organisation and at the Corporate Organisation's expense, may at its discretion provide a report to the Corporate Organisation in respect of the progress of any submitted applications ("**Application Report**"). Unless otherwise agreed in writing by the parties, requests for Application Reports shall not be made more than once in any 6 month period and all Application Reports will be subject to the parties' obligations set out at clause 7 (Data Protection).
- 2.11 Ecctis makes no promise that the Secure Portal is appropriate or available for use in locations outside of the UK. If the Corporate Organisation accesses the Secure Portal from locations outside the UK, the Corporate Organisation acknowledges that it does so at its own risk and the Corporate Organisation is responsible for compliance with local laws where they apply.
- 2.12 The Corporate Organisation shall notify Ecctis immediately on becoming aware of any actual or suspected unauthorised use of the Secure Portal.

3. **AUTHORISED USERS**

- 3.1 Where the right to access and use the Secure Portal is granted to the Corporate Organisation in accordance with paragraph 2.1, the following provisions shall apply:
- 3.1.1 access and use of the Secure Portal shall be solely limited to the number of Authorised Users who shall be authorised by the Corporate Organisation as notified to Ecctis in writing. Each permitted Authorised User may access and use the Secure Portal simultaneously. The Corporate Organisation shall keep a list of all Authorised Users. The Corporate Organisation may remove one individual as an Authorised User and replace them with another individual in accordance with these Conditions, but Authorised User accounts cannot be shared or used by more than one individual at the same time;
- 3.1.2 the Corporate Organisation shall ensure that only Authorised Users use the Secure Portal and that such use is at all times in accordance with these Conditions. The Corporate Organisation shall ensure that Authorised Users are, at all times while they have access to the Secure Portal, the employees or contractors of the Corporate Organisation;
- 3.1.3 Authorised Users shall access and use the Secure Portal at all times in accordance with any instructions or user guidance and these Conditions;
- 3.1.4 the Corporate Organisation shall procure that each Authorised User is aware of, and complies with, the obligations and restrictions set out in these Conditions;
- 3.1.5 the Corporate Organisation shall, and shall procure that all Authorised Users shall, keep confidential and not share with any third party their password (where applicable) and/or access details for the Secure Portal; and

- 3.1.6 Ecctis may monitor, collect, store and use information on the use and performance of the Secure Portal (including Uploaded Data) to detect threats or errors to the Secure Portal and/or Ecctis' operations and for the purposes of the further development and improvement of the Ecctis' services, provided that such activities at all times comply with the Privacy Notice.

4. **CORPORATE ORGANISATION'S OBLIGATIONS**

- 4.1 The Corporate Organisation warrants and undertakes that it shall for each Application Form submitted to Ecctis, promptly, and in any event within any timescale specified by Ecctis:
 - 4.1.1 obtain and provide Ecctis with a signed Letter of Authorisation;
 - 4.1.2 comply with, and procure that each Qualification Holder shall comply with, the terms of such Letter of Authorisation;
 - 4.1.3 provide each Qualification Holder with a copy of the Privacy Notice before providing any Personal Data to Ecctis;
 - 4.1.4 ensure that any information provided by it to Ecctis, including the terms of the Order, each Application Form and any information contained within the Uploaded Data (where applicable), is true, accurate and up-to-date;
 - 4.1.5 co-operate with Ecctis in all matters relating to the Services;
 - 4.1.6 provide Ecctis with such information and materials as Ecctis may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - 4.1.7 at all times comply with all applicable laws and regulations; and
 - 4.1.8 be responsible for maintaining complete and accurate records of all Upload Data, information and all other documentation submitted to Ecctis relating to the provision of the Services under the Contract.

5. **CHARGES AND PAYMENT**

- 5.1 The charges for the Bundle Services will be as quoted on the UK ENIC Portal at the time the Corporate Organisation submits the Order, or as notified to the Corporate Organisation via email ("**Bundle Charges**").
- 5.2 Payment will be made in pounds sterling (£). Payments made via credit or debit card will be on the UK ENIC Portal and receipt of payment will be confirmed via the UK ENIC Portal. Payment made via bank transfer, when made available by Ecctis, will be confirmed via email.
- 5.3 Once confirmation of payment has been provided and you have received our Order Acceptance email, you must supply us with all relevant information and documentation required to complete your application in accordance with any timescale given by Ecctis.
- 5.4 Any Credits purchased by the Corporate Organisation must be used within 12 months from the date of purchase.
- 5.5 Charges for the Service may change from time to time but changes will not affect any Order we have already accepted.
- 5.6 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.

5.7 All amounts due under the Services 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).

6. **LIMITATION OF LIABILITY**

6.1 The provisions of clause 8 shall apply to these Bundle Terms.

6.2 The Corporate Organisation shall indemnify Ecctis from and against all damages, costs, expenses, and liabilities incurred by Ecctis arising out of or in connection with any claim from a Qualification Holder to the extent that such claim relates to any act, neglect, or default of the Corporate Organisation or the Corporate Organisation's failure to comply with the terms of the Contract.

7. **TERMINATION**

7.1 In addition to the rights set out in clause 9.1, without affecting any other right or remedy available to it, either party may terminate the Services Contract at any time for convenience by giving the other party one month's written notice provided that:

7.1.1 in the case of termination of the Services Contract by Ecctis pursuant to paragraph 7.1:

- (a) where the Corporate Organisation has any unused Credits purchased under an Order at the date of termination, Ecctis shall refund the Corporate Organisation an amount equal to the Charges paid in respect of such Credits provided the Services have not commenced, however, if the Services have commenced then no refunds or partial refunds will be available; and
- (b) in respect of any Order (or any part thereof) where the Corporate Organisation has not received any or all of the benefit of the Services under that Order, Ecctis may, in its sole discretion, cease to provide Services in relation to the relevant Order (or any part thereof) including in respect of any or all Application Forms for which the delivery of Services by Ecctis has not yet been completed, provided that Ecctis shall refund to the Corporate Organisation an amount equal to the Charges paid in respect of the undelivered part of the Order (provided that the Order was placed by the Corporate Organisation within 12 months prior to the date of termination), however, if the Services have commenced then no refunds or partial refunds will be available;

7.1.2 in the case of termination of the Services Contract by the Corporate Organisation pursuant to paragraph 7.1, Ecctis shall not be obliged to refund to the Corporate Organisation any pre-paid Charges.

7.2 Without affecting any other right or remedy available to it, Ecctis may, at its option, (i) terminate the Services Contract in whole or in part; (ii) suspend the supply of the Services under the Services Contract in whole or in part; and/or (iii) with respect to historic Application Forms that have been processed, revoke or rescind all or any part of the statements issued in respect of the Qualification Holder pursuant to those Application Forms, with immediate effect by giving written notice to the Corporate Organisation if:

7.2.1 Ecctis suspects:

- (a) any element of fraud, dishonesty, misinformation; or
- (b) that it has been provided with any materially incomplete or inaccurate information, relating to a Qualification Holder;

7.2.2 the Corporate Organisation fails to pay any amount due under the Services Contract on the due date for payment;

7.2.3 there is a change of control of the Corporate Organisation; or

7.2.4 Ecctis, acting reasonably, deems the Corporate Organisation, Qualification Holder, or any employee or contractor acting on behalf of the Corporate Organisation, to have behaved in an inflammatory, offensive, or otherwise unacceptable manner towards Ecctis or any employee or contractor acting on behalf of Ecctis.

7.3 In the event that Ecctis terminates the Contract, suspends delivery of the Services or revokes or rescinds any statements pursuant to paragraph 7.2, the Corporate Organisation may appeal this decision via the Appeals Process as part of the Complaints Policy.

SCHEDULE 2

SUBSCRIPTION TERMS AND CONDITIONS

These are the terms and conditions relating to the Subscription Services (“**Subscription Terms**”) and are legally binding between the Corporate Organisation and Ecctis. The Subscription Terms set out the services available to members including (1) access to online databases, (2) the subscriber enquiries service and (3) places at training sessions and conferences. For the purpose of these Subscription Terms, references to “Ecctis” will also be deemed references to “UK ENIC”.

The Subscription Terms are to be read in conjunction with the Conditions, however, if there is a conflict between the Conditions and the Subscription Terms then, for the purpose of the Subscription Services, the Subscription Terms will take priority.

1. **INTERPRETATION**

The following specific definitions and rules of interpretation apply in the Subscription Terms.

1.1 Definitions:

“Account Manager”	means the Ecctis account manager specified on the Order Acceptance as providing support to the Corporate Organisation.
“Annual Conference(s)”	has the meaning given to it in Appendix 4, paragraph 1.1.
“Commencement Date”	means the start date specified in the Order Acceptance.
“Conference Places”	has the meaning given to it in Appendix 4, paragraph 1.1.
“DfE”	means the Department for Education.
“Fair Use Restrictions”	are as set out in Appendix 2, paragraph 5.
“Force Majeure”	has the meaning given to it in Schedule 3, paragraph 9.1.
“Free Places”	means the number of free places for Training Sessions and/or Conference Places (as applicable and as defined in Appendices 3 and 4, respectively) as visible on the UK ENIC Portal at any given time.
“Hub Users”	means those users (being employees, or contractors of the Corporate Organisation) authorised by the Corporate Organisation to access and use the Subscribers Hub (part of the UK ENIC Portal) in accordance with the terms of the Contract.
“Online Databases”	has the meaning given to it in Appendix 1, paragraph 1.1.
“Power User”	has the meaning given to it in Appendix 1, paragraph 2.1.
“Subscription Charge(s)”	means the price payable by the Corporate Organisation to the Department for Education for the Subscription Services and listed in the Order.
“Subscriber Enquiry Service”	has the meaning given to it in Appendix 2, paragraph 1.1.
“Subscribers Hub”	the online portal made available to the Corporate Organisation as part of the Subscription Services; part of the UK ENIC Portal. The

term “Members Hub” may also be used by Ecctis to refer to the Subscribers Hub.

- “Subscription Services”** means the Subscription services to be supplied by Ecctis to the Corporate Organisation as set out in the Order, including:
- (a) access to Online Databases (see Appendix 1);
 - (b) the Subscriber Enquiry Service (see Appendix 2); and
 - (c) a set number of Free Places at Training Sessions and/or Annual Conferences (see Appendices 3 and 4).
- “Subscription Term”** has the meaning given to it in paragraph 5.1.
- “Training Sessions”** has the meaning given to it in Appendix 3, paragraph 1.1.
- “UK ENIC”** means Ecctis’ affiliate brand.

1. ECCTIS OBLIGATIONS

- 1.1 Ecctis will provide the Subscription Services and will only provide the Subscription Services listed in the Order Acceptance.
- 1.2 The obligations of Ecctis and other terms relating to specific services forming part of the Subscription Services are contained in the appendices to this Schedule 2 as follows:
- 1.2.1 Appendix 1: Online Databases
 - 1.2.2 Appendix 2: Subscriber enquiry support
 - 1.2.3 Appendix 3: Training places
 - 1.2.4 Appendix 4: Conference places
- 1.3 Ecctis reserves the right to subcontract the fulfilment of any of its obligations or Subscription Services or any part thereof.
- 1.4 Any time or date proposed by Ecctis for the provision or start of the Subscription Services is given and intended as an estimate only and Ecctis shall not be liable for any loss or damage whether arising directly or indirectly out of delay in performance. For the avoidance of doubt, time is not of the essence of the Subscription Services or the Contract.

2. CORPORATE ORGANISATION OBLIGATIONS

- 2.1 The Corporate Organisation will pay the Charges in return for the Subscription Services, in accordance with paragraph 6.
- 2.2 The Corporate Organisation agrees that the Subscription Services are provided for the purposes of its recruitment or admission decisions and other related information purposes (“**Use-case**”). The Corporate Organisation will only use the Subscription Services for the Use-case.
- 2.3 The Corporate Organisation agrees that it will use the Subscription Services only for lawful purposes and in a manner which does not infringe the rights of or restrict or inhibit the use of the Online Databases by any third party.
- 2.4 For the avoidance of doubt any breach of paragraph 2 will constitute a material breach of these Subscription Terms and will entitle Ecctis to immediately terminate the Services Contract and cease provision of the Subscription Services to the Corporate Organisation.

2.5 The Corporate Organisation shall indemnify and hold Ecctis and/or the DfE harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable legal fees and costs) arising out of or in connection with any claim arising from or relating to any breach by the Corporate Organisation of these Subscription Terms.

3. **SUBSCRIBERS HUB**

3.1 As part of the Subscription Services, Ecctis will grant the Corporate Organisation a non-exclusive, non-transferable, non-sublicensable right to access and use the Subscribers Hub and/or Online Databases.

3.2 The rights granted at paragraph 3.1 include a right for the Corporate Organisation to grant sub-licences to the Hub User, subject to these Subscription Terms, including those at paragraph 3.3.

3.3 Except as expressly permitted by law, the Corporate Organisation shall not, and shall procure that each Hub User shall not:

3.3.1 use, copy, modify, adapt, correct errors, or create derivative works from, the Subscribers Hub and/or Online Databases;

3.3.2 decode, reverse engineer, disassemble, decompile or otherwise translate, or make alterations to the Subscribers Hub and/or Online Databases, convert the Subscribers Hub and/or Online Databases, or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or non-public APIs to the Subscribers Hub and/or Online Databases, other than as expressly permitted under sections 50B and 296A of the Copyright Designs and Patents Act 1988 (and then only upon advance notice in writing to Ecctis);

3.3.3 assign, rent, transfer, provide or enable access, sub-licence, lease, resell, distribute, publish, broadcast, transmit, store, archive, display publicly to third parties, disclose, distribute or otherwise deal in or encumber (in part or in whole) the Subscribers Hub and/or Online Databases (in each case, whether or not for charge);

3.3.4 remove or modify any copyright or similar notices, or any of the Ecctis' or any other person's branding, that the Subscribers Hub and/or Online Databases cause to be displayed when used;

3.3.5 access or use the Subscribers Hub and/or Online Database, or permit it to be accessed or used, by or on behalf of any third party;

3.3.6 interfere with any license key mechanism in the Subscribers Hub and/or Online Databases or otherwise attempt to circumvent or interfere with any security features of the Subscribers Hub and/or Online Databases or mechanisms intended to limit the Corporate Organisation's use; or

3.3.7 make the Subscribers Hub available over a network or any other method of remote access, or facilitate the same.

3.4 Subject to paragraphs 3.5 and 3.8, Ecctis will use reasonable endeavours to ensure that the Subscribers Hub is available during normal business hours on Business Days.

3.5 Ecctis shall use reasonable endeavours to (i) carry out planned maintenance outside of normal business hours on Business Days and (ii) make the Corporate Organisation aware of any planned maintenance and downtime of the Subscribers Hub. The Corporate Organisation acknowledges that it may not receive advance notification for downtime caused by force majeure or for other emergency maintenance.

3.6 The Corporate Organisation acknowledges that Ecctis may modify the features and functionality of the Subscribers Hub.

- 3.7 Ecctis may, without limitation to the generality of paragraph 3.6, establish new limits on the Subscribers Hub (or any part), including limiting the volume of data which may be used, stored or transmitted or make alterations to data retention periods.
- 3.8 The Corporate Organisation acknowledges that Ecctis does not give any warranty or representation and does not accept any liability (howsoever arising whether under contract, tort, in negligence or otherwise) in relation to:
- 3.8.1 the Subscribers Hub and/or Online Databases meeting the Corporate Organisation's individual needs or business requirements, whether or not such needs or requirements have been communicated to it; or
 - 3.8.2 the Subscribers Hub and/or Online Databases operating in a manner which is uninterrupted or free from minor errors or defects.
- 3.9 Ecctis makes no promise that the Subscribers Hub and/or Online Databases is appropriate or available for use in locations outside of the UK. If the Corporate Organisation accesses the Subscribers Hub and/or Online Databases from locations outside the UK, the Corporate Organisation acknowledges that it does so at its own risk and the Corporate Organisation is responsible for compliance with local laws where they apply.
- 3.10 The Corporate Organisation shall notify Ecctis immediately on becoming aware of any actual or suspected unauthorised use of the Subscribers Hub and/or Online Databases.

4. **HUB USERS**

- 4.1 Where the right to access and use the Subscribers Hub is granted to the Corporate Organisation in accordance with paragraph 3.1, the following provisions shall apply:
- 4.1.1 access and use of the Subscribers Hub shall be solely limited to the number of Hub Users who shall be authorised by the Corporate Organisation as notified to Ecctis in writing. Each permitted Hub User may access and use the Subscribers Hub simultaneously. The Corporate Organisation shall keep a list of all Hub Users. The Corporate Organisation may remove one individual as a Hub User and replace them with another individual in accordance with these Subscription Terms, but Hub User accounts cannot be shared or used by more than one individual at the same time;
 - 4.1.2 the Corporate Organisation shall ensure that only Hub Users use the Subscribers Hub and that such use is at all times in accordance with these Conditions. The Corporate Organisation shall ensure that Hub Users are, at all times while they have access to the Subscribers Hub, the employees or contractors of the Corporate Organisation;
 - 4.1.3 Hub Users shall access and use the Subscribers Hub at all times in accordance with any instructions or user guidance and these Subscription Terms;
 - 4.1.4 the Corporate Organisation shall procure that each Hub User is aware of, and complies with, the obligations and restrictions set out in these Membership Subscription Terms;
 - 4.1.5 the Corporate Organisation shall, and shall procure that all Hub Users shall, keep confidential and not share with any third party their password (where applicable) and/or access details for the Subscribers Hub; and
 - 4.1.6 Ecctis may monitor, collect, store and use information on the use and performance of the Subscribers Hub to detect threats or errors to the Subscribers Hub and/or Ecctis' operations and for the purposes of the further development and improvement of the Ecctis' services, provided that such activities at all times comply with the Privacy Notice.

5. **TERM AND TERMINATION**

5.1 The term of the Subscription Services will commence on the Commencement Date and, subject to paragraph 5.2, will continue for a term of 12 calendar months from the Commencement Date unless otherwise agreed and recorded in writing in the Order Acceptance (the “**Subscription Term**”).

5.2 The Services Contract may be terminated with immediate effect:

5.2.1 by Ecctis, at any time, upon written notice to the Corporate Organisation whereby the Subscription Services will cease at the end of the Subscription Term; or

5.2.2 by either party upon written notice to the other party if any of the events listed in clause 9.1 or 9.2 occur.

6. **PAYMENT AND COSTS**

6.1 In addition to the obligations set out in clause 4.5, the following provisions will apply to charges.

6.1.1 Ecctis will not commence provision of the Subscription Services until confirmation of payment of the Subscription Charge has been made;

6.1.2 The Subscription Charges do not include VAT, local taxes or bank or exchange rate charges that may be incurred by the Corporate Organisation. Where VAT, local taxes or bank or exchange rate charges are payable, these must be paid by the Corporate Organisation.

6.1.3 Neither full nor partial refunds will be provided where the Corporate Organisation seeks to terminate the Services Contract part way through the Subscription Term.

7. **VARIATION AND COMPLAINTS**

7.1 Any complaints about any aspect of the Subscription Services should be directed towards the Account Manager.

7.2 Ecctis may at any time:

7.2.1 vary the Subscription Services provided, save that such variations will not significantly reduce the value of the Subscription Services to the Corporate Organisation; and/or

7.2.2 vary these Subscription Terms, provided that the Corporate Organisation is notified of changes, whereupon continued use of the Subscription Services thereafter will constitute acceptance of them.

8. **INTELLECTUAL PROPERTY RIGHTS**

8.1 All intellectual property rights in the design and contents of the UK ENIC Portal and Online Databases or any materials produced by Ecctis and made available to the Corporate Organisation in any way regarding the provision of the Subscription Services, including but not limited to trademarks, product names, logos, designs and get-up belong to the DfE.

8.2 The Corporate Organisation may not take copies of any part of the UK ENIC Portal save that short extracts may be copied, or screenshots taken, where absolutely necessary for the purposes of internal record keeping. For the avoidance of doubt, such internal record keeping purposes may include internal and external compliance audits (e.g. by the Home Office). The use of the Subscribers Hub and/or Online Databases is limited to the Use-case and Online Databases data must not be used by the Corporate Organisation in any publications or reports.

8.3 The Corporate Organisation may not use the logo, brand, trademark and/or trade name of Ecctis or UK ENIC or any other associated logo, brand, trademark or trade name without Ecctis or UK ENIC's

express permission, as applicable. Ecctis and/or UK ENIC may withhold permission at its absolute discretion. For the avoidance of doubt, the express permission of the DfE will also be necessary to use the logo, brand, trademark and/or trade name of UK ENIC.

APPENDIX 1: TERMS RELATING TO ONLINE DATABASES

1. LICENCE AND TITLE

- 1.1 Ecctis will provide the Corporate Organisation with access to the online databases listed in the Order Acceptance ("**Online Databases**") and DfE grants to the Corporate Organisation a non-exclusive, non-transferrable and non-sublicensable licence to access and use the Online Databases subject to any restrictions outlined in the Contract.
- 1.2 Ecctis will use all reasonable endeavours to ensure the accuracy and completeness of the Online Databases contained on the UK ENIC Portal, however no warranty, express or implied is given as to the same.
- 1.3 Ecctis will use all reasonable endeavours to provide uninterrupted access to the Online Databases contained on the UK ENIC Portal, however no warranty, express or implied is given as to the same.
- 1.4 Ecctis will not be liable for any loss, damage or injury (other than death or personal injury caused by the negligence of Ecctis) suffered by the Corporate Organisation however arising from its use of the UK ENIC Portal.
- 1.5 DfE retains title to the Online Databases, and the Corporate Organisation may not at any time claim any right or title in them, or any information contained therein.
- 1.6 The Corporate Organisation will not make copies of, lend, sell, provide access or publish the Online Databases or any information contained in them save that short extracts may be copied, or screenshots taken, where absolutely necessary for the purposes of internal record keeping. For the avoidance of doubt, such internal record keeping purposes may include internal and external compliance audits (e.g. by the Home Office).

2. USER ACCESS

- 2.1 The Corporate Organisation will nominate a user who will manage usage of the Online Databases, including allocating access to other users (the "**Power User**"). The Power User may not allocate a user that is not an employee of the Corporate Organisation.
- 2.2 Access to the Online Databases is limited to the number of users specified in the Order Acceptance. The number of users specified includes the Power User.
- 2.3 The allocated users, including the Power User, will keep their login details confidential and will not allow any other person or party to access the Online Databases using their login details.
- 2.4 The Power User will ensure all user data is accurate and up to date.
- 2.5 Use of the Online Databases by individual users, and the Corporate Organisation as a whole, is subject to the "**Fair Use Restrictions**" as detailed in paragraph 5 below. Where the Corporate Organisation utilises the Online Databases in a way that exceeds or contravenes the Fair Use Restrictions, Ecctis may, following notice to the Corporate Organisation, suspend or terminate the Subscription Services until resolution has been reached.

APPENDIX 2: TERMS RELATING TO SUBSCRIBER ENQUIRY SUPPORT

1. SCOPE OF SUBSCRIBER ENQUIRY PROVISION

- 1.1 Ecctis will provide a subscriber enquiry service to respond to enquiries raised by the Corporate Organisation (the “**Subscriber Enquiry Service**”). The Subscriber Enquiry Service will provide clarification and guidance in relation to the information and subject matters provided by the Online Databases.
- 1.2 The level of support is limited to enquiries related to those Online Databases that the Corporate Organisation has subscribed to, and as recorded in the Order Acceptance.
- 1.3 Ecctis will only respond to enquiries raised by the Corporate Organisation where such enquiries are submitted within the Subscription Term.
- 1.4 Ecctis will only respond to enquiries raised by the Corporate Organisation if the enquiry is raised by a registered user (i.e., one previously allocated by the Power User).
- 1.5 Ecctis will use all reasonable endeavours to ensure the accuracy and completeness of any information provided in responding to enquiries, however, no warranty express or implied is given as to the same. The Corporate Organisation relies on any information provided entirely at their own risk.
- 1.6 Ecctis will use all reasonable endeavours to provide uninterrupted telephone services to the Corporate Organisation during office opening hours, however, no warranty express or implied is given as to the same.
- 1.7 Ecctis will not be liable for any loss, damage or injury (other than death or personal injury caused by the negligence of Ecctis) suffered by the Corporate Organisation howsoever arising from its use of the Subscriber Enquiry Service.

2. TIME LIMITS

- 2.1 Ecctis will endeavour to respond to enquiries (other than those that require research) within the response times set out in the Order Acceptance.
- 2.2 No time estimate can be given for enquiries requiring research as Ecctis are often reliant on third parties providing information in order to provide a response.
- 2.3 The subscriber enquiry response times set out in the Order Acceptance are intended as an estimate only and Ecctis shall not be liable for any loss or damage whether arising directly or indirectly out of delay in performance.
- 2.4 Where additional enquiries are purchased beyond the pre-agreed contractual Fair Use Restrictions, the completion of these is subject to the availability of Ecctis’ resources and turnaround times may vary.

3. CORPORATE ORGANISATION OBLIGATIONS

- 3.1 The Corporate Organisation may submit subscriber enquiries either:
 - 3.1.1 via the Subscribers Hub; or
 - 3.1.2 over the telephone to the subscriber enquiries telephone line.

4. DATA PROTECTION AND SUBSCRIBER ENQUIRIES

- 4.1 With regard to the protection of Personal Data, when submitting subscriber enquiries, the Corporate Organisation will:

- 4.1.1 comply with the provisions set out in clause 7 of the Conditions;
- 4.1.2 not submit information or documents containing the Personal Data of any individual unless it is absolutely necessary to do so; and
- 4.1.3 where it is not possible to submit anonymised information and/or documents, submit the minimum data necessary for the purpose of the enquiry.

5. FAIR USE RESTRICTIONS

- 5.1 Unless otherwise agreed and confirmed in the Order Acceptance, subscriber enquiries are limited to a maximum of 300 per Subscription Term.
- 5.2 Once the enquiry threshold set out in paragraph 5.1 has been reached, the Subscriber Enquiry Service will cease for the remainder of the Subscription Term unless:
 - 5.2.1 otherwise agreed and recorded in the Order Acceptance; or
 - 5.2.2 provided for by the purchase of additional bundles of subscriber enquiries which will be confirmed in writing. Additional bundles will expire at the end of the Subscription Term.
- 5.3 The Fair Use Restrictions set out in this paragraph 5 are non-exhaustive and additional restrictions may be imposed from time to time as communicated by Ecctis.

APPENDIX 3: TERMS RELATING TO TRAINING PLACES

1. TRAINING PROVISION

- 1.1 For the purposes of this Appendix 3, “**Training Sessions**” may refer to either: i) training day delegate places or ii) half-day training places, as applicable to the Corporate Organisation and as listed in the Order Acceptance.

- 1.2 Ecctis will organise and host Training Sessions throughout the year and will communicate the occurrence of Training Sessions to the Corporate Organisation with an invitation to attend.
- 1.3 The method of communication, dates, times, length, content and venue of the Training Sessions offered are at the absolute discretion of Ecctis.
- 1.4 Ecctis will not guarantee availability at any of the Training Sessions, which will be limited by availability of places.

2. **CUSTOMER OPTION TO ATTEND**

- 2.1 The Corporate Organisation has the option to book and attend the number of Training Sessions listed in the Order Acceptance. Training Sessions should be booked via the Subscribers Hub or via the Account Manager.
- 2.2 The option to attend Training Sessions must be exercised within the Subscription Term and bookings must be made within any time limits communicated for doing so, and:
 - 2.2.1 no refunds will be issued should the Corporate Organisation fail to book Training Sessions taking place within the Subscription Term including where Corporate Organisation representatives are unavailable on the dates specified for any Training Sessions.
 - 2.2.2 no refunds will be issued where Training Sessions are booked by the Corporate Organisation but they or their representative fails to attend the Training Session whether intentionally or unintentionally through their own error, due to technical reasons, illness, transport issues or for any other reason that is the fault of the Corporate Organisation.
- 2.3 Training Sessions cannot be carried over into any subsequent Subscription Term.
- 2.4 No refunds will be issued in the event that Training Sessions are cancelled due to a force majeure event (see clause 12.1 of the Conditions), however, Ecctis will try to rearrange any such Training Sessions if it is reasonably practicable to do so.
- 2.5 Corporate Organisation representatives attending Training Sessions agree to abide by any terms and conditions of attendance which will in no way supersede, amend or replace these Conditions. Where it is considered that there is any conflict between any terms and conditions for Training Session attendance, and these Conditions, these Conditions will prevail.
- 2.6 For the avoidance of doubt, any Corporate Organisation representatives who attend Training Sessions will be subject to the Event Terms, as set out in Schedule 3.

3. **COSTS**

- 3.1 Each Corporate Organisation will be allocated a specific number of Free Places to the Training Session, as set out in the Order Acceptance. The number of remaining Free Places can be seen at any time by logging into the Subscribers Hub or asking the Account Manager.
- 3.2 Any other costs incurred by the Corporate Organisation related to attending Training Sessions will be borne by the Corporate Organisation. Such other costs include but are not limited to travel, accommodation and subsistence.
- 3.3 Additional Training Session places over and above those provided for in the Order Acceptance will be chargeable at the price specified when the Training Session is communicated or advertised to the Corporate Organisation.

APPENDIX 4: TERMS RELATING TO CONFERENCE PLACES

1. CONFERENCE PROVISION

- 1.1 For the purposes of this Appendix 4, “**Conference Places**” refers to delegate attendance at one of Ecctis’ Annual Conferences. “**Annual Conference(s)**” refers to such conference(s) as Ecctis at its absolute discretion nominates and communicates to the Corporate Organisation and may be international, national, regional or virtual.
- 1.2 Ecctis will organise and host at least one Annual Conference in any calendar year.
- 1.3 The method of communication, dates, times, length, content, format and venue of the Annual Conferences are at the absolute discretion of Ecctis.
- 1.4 Ecctis may, at its absolute discretion, provide time limits for booking any Conference Places, following which Ecctis may not be able to guarantee attendance.

2. CUSTOMER OPTION TO ATTEND

- 2.1 The Corporate Organisation has the option to book and attend the number of Conference Places listed in the Order Acceptance.
- 2.2 The option to attend Annual Conferences must be exercised within the Subscription Term and bookings must be made within any time limits communicated for doing so.
- 2.3 No refunds will be issued should the Corporate Organisation fail to book places at Annual Conferences taking place within the Subscription Term including where Corporate Organisation representatives are unavailable on the dates specified for Annual Conferences.
- 2.4 Conference places cannot be carried over into any subsequent Subscription Term.
- 2.5 No refunds will be issued in the event of an event being cancelled due to a force majeure event (see clause 12.1 of the Conditions).
- 2.6 Corporate Organisation representatives attending an Annual Conference agree to abide by any terms and conditions of attendance which will in no way supersede, amend or replace these Conditions. Where it is considered that there is any conflict between any terms and conditions for conference attendance, and these Conditions, these Conditions will prevail.
- 2.7 For the avoidance of doubt, any Corporate Organisation representatives who attend Annual Conferences will be subject to the Event Terms, as set out in Schedule 3.

3. COSTS

- 3.1 Each Corporate Organisation will be allocated a specific number of Free Places to the Annual Conferences, as set out in the Order Acceptance. The number of remaining Free Places can be seen at any time by logging into the Subscribers Hub or asking the Account Manager.
- 3.2 Any other costs incurred by the Corporate Organisation related to attending Annual Conferences will be borne by the Corporate Organisation. Such other costs include but are not limited to travel, accommodation and subsistence.
- 3.3 Additional Conference Places over and above those provided for in the Order Acceptance will be chargeable at the price specified when the Annual Conference is communicated or advertised to the Corporate Organisation.

4. **CANCELLATION AND SUBSTITUTION**

- 4.1 Information relating to cancellation and substitution will be communicated to the Corporate Organisation when booking Conference Places and may vary between Annual Conferences.

SCHEDULE 3

TRAINING & EVENTS: DELEGATE TERMS AND CONDITIONS

These are the terms and conditions relating to the Training and Events Services (“**Event Terms**”) and are legally binding between You and Us and Your attendance at Events.

The Event Terms are to be read in conjunction with the Conditions, however, if there is a conflict between the Conditions and the Event Terms then, for the purpose of the Training and Event Services, the Event Terms will take priority.

You can contact Ecctis by sending an email to events@enic.org.uk. These Event Terms apply where You book and/or attend training or events (“**Event(s)**”) operated by Ecctis and/or UK ENIC. Events may include:

- In-person or online training
- In person or digital events and conferences

In these Event Terms:

- “**Ecctis**”, “**We**”, “**Us**” or “**Our**” means Ecctis Limited and/or UK ENIC. For the purpose of these Event Terms, references to “Ecctis” will also be deemed references to “UK ENIC”.
- “**You**” or “**Your**” means the person booking and/or attending the Event.

These Event Terms should be read in conjunction with our Privacy Notice: <https://www.enic.org.uk/privacy-notice>.

These Event Terms may have changed since you last reviewed them. We reserve the right to amend these Event Terms without notice to You. However, the terms which apply to Your order will be those in force at the time You submitted Your order to us.

When booking and/or attending an Event, You agree to be bound by these Event Terms and any other documents referred to in them.

Please print out or save a copy of these Event Terms and any emails from Us for your records, as we will not save or file a copy for You.

These Event Terms are only available in English. For the purposes of these Event Terms, You are a ‘consumer’ if You are buying services from our site as an individual for purposes wholly or mainly outside of Your trade, business, craft or profession. You are a ‘business customer’ if You are buying services from Our site for purposes relating to Your trade, business, craft or profession. Some terms only apply if You are a consumer and other terms only apply if You are a business customer, so please make sure You read these Event Terms carefully.

You must be aged 16 or over to book and/or attend an Event. If You are a business customer placing an order on behalf of a business, You confirm that You have authority to place such order for and on behalf of that business.

1. **BOOKING AND PAYMENT**

- 1.1 Event bookings must be made via our online booking process, more details are found on the website. If You are a consumer, You must book for Yourself individually and You cannot make bookings for other attendees.
- 1.2 If You are a business customer booking on behalf of someone else, You are responsible for their adherence to these Event Terms and You warrant to Us that each attendee has been provided with a copy of these Event Terms.
- 1.3 Please check your booking carefully and correct any errors before You submit it to Us.

- 1.4 After You submit your booking, this does not mean that Your booking has been accepted by Us. Submission of the booking form by You is an offer to buy services from Us on these terms.
- 1.5 Acceptance of Your booking by Us takes place when We send You an order confirmation email, at which point a legally binding contract is formed between You and Us on these terms.
- 1.6 Sometimes We reject bookings, for example, because We can't verify Your age, because the Event was mispriced by Us or because the Event was oversubscribed. When this happens, We will let you know as soon as possible and refund any sums You have paid. We have the right to reject any booking for any reason.
- 1.7 The price payable will be that provided on the online booking platform.
- 1.8 Payment will be made in pounds sterling (£). Payments made via credit or debit card will be on the UK ENIC Portal and receipt of payment will be confirmed via the UK ENIC Portal. Payment made via bank transfer, when made available by Ecctis, will be confirmed via email. For the avoidance of doubt, the Services Contract will not be binding until the point of Order Acceptance.
- 1.9 Charges for the Events may change from time to time but changes will not affect any bookings We have already accepted.
- 1.10 Where VAT or other taxes are required to be paid, these will be listed on the summary of Your booking prior to payment and on Your order confirmation email. Where payment is not made in accordance with clause 1.7 above, unless otherwise agreed in writing, You will be deemed to have waived any and all rights for a place at the Event.
- 1.11 Payment will be waived in the following circumstances:
- 1.11.1 for qualifying Events, where You represent an organisation that has complimentary conference or training places, and the contact from the organisation in question who was granted the free place:
- (a) has confirmed that they wish to delegate one of their complimentary conference or training places to You; and
- (b) has the requisite unused conference or training places available; or
- 1.11.2 You are a speaker at the Event.

2. **EVENT CONTENT AND FORMAT**

- 2.1 We will endeavour to publish, or otherwise communicate, a description of the Event prior to booking. We will make reasonable efforts to describe the Event accurately at the time of booking.
- 2.2 We may also provide a provisional programme for Events, however:
- 2.2.1 programmes may not be available at the point of booking; and
- 2.2.2 any programme provided is provisional and We reserve the right to alter published programmes.
- 2.3 Whilst every effort is made to deliver Event programmes as advertised, We reserve the right to alter the programme and content of Events at any time to reflect changes in relevant laws and regulatory requirements and to make minor technical adjustments and improvements.
- 2.4 Unless otherwise stated or agreed in writing at the time of booking, the price payable is for attendance and Event only and does not include peripheral costs such as:
- 2.4.1 food or subsistence;

- 2.4.2 travel costs including parking;
 - 2.4.3 accommodation; and
 - 2.4.4 any other costs associated with attending the Event.
- 2.5 We reserve the right to change the date, time, venue, format or any other aspect of an Event at Our discretion and at any time prior to the date of the Event. We will use reasonable endeavours to give at least 21 days' notice of any such change to You prior to the date of the Event, though some changes may need to be notified with less notice.
- 2.6 Every effort is made to ensure that the content of Events is relevant, accurate, and of a high quality, and We will provide Our services with reasonable care and skill in accordance with paragraphs 4 and 5 below, however:
- 2.6.1 Any content delivered or opinions expressed at Events (or in related materials) by employees or representatives of Ecctis is in the form of evidence-based opinion arrived at using expertise in the field and a well-developed methodology for comparing international qualifications. Whilst every effort is made to ensure the information provided is up-to-date and accurate, it is provided in an advisory capacity. We will not be liable for any direct, indirect, consequential or other losses suffered by You, Your employer or any other third party in the event of decisions being made based on information or advice provided by Us, whether or not the information provided is shown to be erroneous; and
 - 2.6.2 Any content delivered or opinions expressed at Events (or in related materials) by exhibitors, third-party speakers, or any other individual not an employee of Ecctis are their own opinions and We cannot and will not accept liability for advice given or views expressed by them.
- 2.7 The participation of third parties in Our Events, such as speakers, sponsors and exhibitors should not be interpreted as an affiliation, or approval by Us of advice given, content provided or services offered by them.
- 2.8 We do not warrant the credibility or suitability of any visitor or delegate attending an Event.
- 2.9 Where Event content provides links to other websites or resources provided by third parties, these links are provided for information only and should not be interpreted as an affiliation, or approval by Us of advice or information given, or content or services delivered.
- 2.10 Links provided for access to online recordings permit single delegate access only and the distribution or sharing of any such link is not permitted without the express permission of Ecctis.

3. **CANCELLATION AND SUBSTITUTION**

- 3.1 All cancellation requests must be notified to Us via email to: events@enic.org.uk.

For online Events (except online recordings)

- 3.2 For online Events, which are free for Corporate Organisations who have purchased Subscription Services, cancellation requests must be received by 5pm at least 3 days prior to the date of the Events. No refund will be given as this is a free Event.

For in person/ face-to-face Events

- 3.3 For in person or face-to-face Events, cancellation requests must be received by 5pm at least 10 days prior to the date of the Event.

- 3.4 Where a cancellation request is received more than 10 days prior to the Event You will be entitled to a refund, less a cancellation fee of 20% of the standard booking fee for the Event.
- 3.5 Where a cancellation request is received less than 10 days prior to the date of the Event, no refund will be payable to You.
- 3.6 For all Events, substitutions (giving Your space to someone else) will be permitted up to 24 hours prior to the date of the Event without incurring additional fees subject to the following:
- 3.6.1 You are unable to attend personally;
- 3.6.2 You provide Us with at least 24 hours notice via email to events@enic.org.uk; and
- 3.6.3 We have no reasonable justification to refuse the substitution.
- 3.7 Where You wish to substitute Your place for in person and face-to-face Events, a change in dietary requirements can only be guaranteed if at least 2 weeks' advance notice of the substitution has been provided although We will endeavour to cater for a change in dietary requirements where less notice has been received so far as reasonably possible.
- 3.8 We reserve the right to cancel an Event at Our discretion. In such circumstances, You will be issued with a refund of any booking fee made.
- 3.9 If You are entitled to a refund in accordance with these terms and conditions, We will provide this to You as soon as possible and no later than 30 days after the day on which You told Us that You want to cancel or We cancelled your booking.
- 3.10 We will issue Your refund to the same payment method You used when You placed Your booking (less any relevant cancellation fee).

4. FAULTY SERVICES IF YOU ARE A CONSUMER

- 4.1 This clause only applies to You if You are a consumer.
- 4.2 We must provide Our services to You with reasonable care and skill.
- 4.3 If a service is not carried out with reasonable care and skill, You can ask us to repeat the service or to fix it, or get some money back if we cannot fix it.
- 4.4 This is a summary of some of Your key rights. They are in addition to any cancellation rights set out in paragraph 3 above. For more detailed information on Your rights, visit the Citizens Advice website at www.citizensadvice.org.uk or call 0808 223 1133.
- 4.5 If there is a problem with a service We have provided to You, please contact Us as soon as reasonably possible.

5. FAULTY SERVICES IF YOU ARE A BUSINESS CUSTOMER

- 5.1 This clause only applies to You if You are a business customer.
- 5.2 We warrant that the services We provide will be:
- 5.2.1 performed with reasonable care and skill within the meaning of section 13 of the Sale of Goods and Services Act 1982; and
- 5.2.2 free from material defects at the time the services are completed.
- 5.3 As Your sole and exclusive remedy, We will (at our option) remedy, re-perform or refund any services that do not comply with paragraph 5.2, provided that:

5.3.1 You notify Us by email to events@enic.org.uk within 7 calendar days from the date that the services are completed; and

5.3.2 You provide Us with sufficient information as to the nature and extent of the defects.

5.4 Except as set out in this paragraph 5, We give no warranties and make no representations in relation to the services, and all warranties and conditions (including the conditions implied by sections 12–16 of the Supply of Goods and Services Act 1982 and any implied terms relating to the ability to achieve a particular result), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

6. **LIMITATION OF LIABILITY IF YOU ARE A CONSUMER**

6.1 This clause only applies to You if You are a consumer.

6.2 We don't compensate You for all losses caused by Us or our services but We are responsible for losses You suffer caused by us breaking this Services Contract unless the loss is:

6.2.1 Unexpected and not obvious that it would happen and nothing You said to Us before we accepted Your order meant We should have expected it (so, in the law, the loss was unforeseeable).

6.2.2 Caused by Force Majeure. As long as We have taken the steps set out in these terms and conditions, We're not responsible for delays caused by Force Majeure.

6.2.3 Avoidable, like something You could have avoided by taking reasonable action, including following Our reasonable instructions for use.

7. **LIMITATION OF LIABILITY IF YOU ARE A BUSINESS CUSTOMER**

7.1 This clause only applies to You if You are a business customer.

7.2 Nothing in these terms and conditions limits any liability which cannot legally be limited, including but not limited to liability for:

7.2.1 death or personal injury caused by negligence;

7.2.2 fraud or fraudulent misrepresentation; and

7.2.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

7.3 Subject to paragraph 7.2 (Liabilities which cannot legally be limited), this paragraph 7.3 sets out the types of loss that are wholly excluded:

7.3.1 loss of profits;

7.3.2 loss of sales or business;

7.3.3 loss of agreements or contracts;

7.3.4 loss of anticipated savings;

7.3.5 loss of use or corruption of software, data or information;

7.3.6 loss of or damage to goodwill; and

7.3.7 indirect or consequential loss.

7.4 Our total liability to You shall not exceed the amount actually paid by You to Us in respect of the Event booking to which any claim relates.

8. BEHAVIOUR OF DELEGATES

8.1 We encourage and permit delegates to contribute to Our Events. We encourage discussion, questions, comments, contributions and friendly debate. In attending and contributing to Our Events You agree as follows:

8.1.1 that whilst You retain ownership of the content You submit, You grant Us a worldwide, perpetual, irrevocable, royalty free, transferrable, sublicensable and irrevocable right to use, reproduce, broadcast, distribute, prepare derivative works of, display and perform any of Your submissions in connection with the Event (including post-Event activities), its promotion, redistribution in any format, media or channel;

8.1.2 that You will not and You will procure that any delegate You book an Event on behalf of will not make or submit any statements, submissions, comments or any other content that are, or could be considered:

(a) sexually explicit;

(b) racially, culturally or ethnically offensive;

(c) offensive, obscene, harmful, harassing, intimidating, threatening, hateful, discriminatory or abusive in any way; and/or

(d) to portray illegal, graphic or violent content;

8.1.3 not and to procure any delegate that You book an Event on behalf of does not stalk or harass any other Event delegate, attendee or other person or impersonate any other person;

8.1.4 not and to procure any delegate that You book an Event on behalf of does not use the Event, or any platform provided for delivery of the Event, for commercial solicitation unless expressly authorised to do so by Us; and

8.1.5 not and to procure any delegate that You book an Event on behalf of does not collect, harvest or publish personal data relating to any person without their knowledge and consent.

8.2 You may be exposed to submissions from other delegates. You should have no expectation that content made available to You from other delegates has been reviewed or is compliant with these terms and conditions. Should You experience or witness behaviour from other delegates (including comments posted on platforms provided for delivery of the Event) which You find unwelcome You should immediately report it to a member of Ecctis staff. You agree that We are not liable for any failure to remove or alter content.

8.3 We reserve the right, at Our absolute discretion, to review delegate/attendee submitted content to determine whether it violates these terms and conditions and to remove or alter content without notice to You.

8.4 Where the Event is operated virtually or there is a virtual component to an Event, You will not and You will procure any delegate that You book an Event on behalf of does not:

8.4.1 create false user accounts, use another individual's user account or otherwise access the virtual Event in an unauthorised manner;

8.4.2 allow another individual to gain unauthorised access the Event using Your name, account or in any other way;

8.4.3 Transmit material that contains malicious code which includes, but is not limited to viruses, worms, trojan horses and spyware.

8.5 We may, at Our sole and absolute discretion, refuse admission or eject from any Event (including termination of access to virtual Events), any person who:

8.5.1 fails to comply with these terms and conditions;

8.5.2 in Our opinion poses a security risk, danger to the public, nuisance or annoyance to the running of the Event; or

8.5.3 refuses to comply with a reasonable instruction issued by either an Ecctis member of staff, or the staff at the venue where the Event is being held.

8.6 Delegates are responsible for their belongings and We do not accept any responsibility for the loss, theft or damage to personal effects.

9. TECHNICAL ISSUES AND FORCE MAJEURE

9.1 We will not be liable for any delay, or failure in the delivery of an Event, or inadequate performance of Our obligations under these terms and conditions, which is caused by circumstances beyond Our control ("**Force Majeure**"). Where an Event is so affected by a Force Majeure, We will notify You as soon as is reasonably possible and may, at Our discretion:

9.1.1 suspend the Event for so long as the force majeure continues; or

9.1.2 rearrange the Event for another date; or

9.1.3 cancel the Event.

9.2 Force Majeure includes, but is not limited to civil commotion, war and terrorist action, state action, industrial action whether lawful or otherwise, unavoidable accident, fire, flood, earthquake, subsistence, pandemic, epidemic and other natural or physical disasters, incidents affecting availability of venue, and technical issues.

9.3 We will contact you as soon as possible to let You know and do what we can to reduce the delay under paragraph 9.1. As long as We do this, We won't compensate You for the delay, but You can email events@enic.org.uk to end the Services Contract and receive a refund for any services You have paid for in advance, but not received. If the Event is cancelled in accordance with paragraph 9.1, You won't be entitled to compensation but You will receive a refund for any services you have paid for in advance, but not received.

9.4 Whilst We will use Our reasonable endeavours to provide uninterrupted access to any virtual Events, We make no representation, undertaking or warranty that virtual Events will be accessible at all times, the times stated in booking information, or that the whole or any part of any virtual Event will be free from error. In the event of major interruptions caused by technical issues We may, at Our discretion, organise to re-run the Event at another time or date, but do not represent, undertake or warrant to do so.

10. INTELLECTUAL PROPERTY

10.1 All intellectual property rights in the design and content of materials provided to You by Us before, during or after the Event vests in the producer of that content, whether it be Ecctis or a third party. This includes, but is not limited to presentations, hand-outs or documents circulated to delegates, recordings and videos, images, or any other materials made available to You. Intellectual property rights referred to in this paragraph include but are not limited to trademarks, product names, logos, designs and get-up belong to the Department of Education or any other content provider.

10.2 You may not make any audio or video recording, make transcripts, take photographs, distribute or create any images of an Event without the prior written consent of any relevant intellectual property owners.

10.3 You may not use the logo, brand, trademark and/or trade name of Ecctis or UK ENIC or any other associated logo, brand, trade mark or trade name.

11. **DATA PROTECTION, INCLUDING SHARING WITH THIRD PARTIES.**

11.1 We will use any personal data You provide to Us to provide the services and inform You about similar services or products that We provide (though you may stop receiving these at any time by contacting Us).

11.2 Any personal data that You provide to Us as part of the booking process, or subsequent to it, will be processed in accordance with our Privacy Notice the terms of which are incorporated into these terms and conditions.

12. **EVENT PHOTOGRAPHY**

12.1 Photographs may be taken at Events by Our staff, which may subsequently be published by Us. Where photographs are being taken, there will be signage at the Events to make You aware. Should You not wish to have Your photograph taken, please make this known to staff members. You can object to photographs being taken or used at any time, including at the event, or at any time afterwards by contacting events@enic.org.uk. If photographs have already been published, and You request We remove them, then We will do Our best to do so.

13. Photographs will only be used and published in a way that is consistent with Our Privacy Notice.

14. **GENERAL PROVISIONS**

14.1 These terms and conditions are between Ecctis and You. They constitute the whole agreement between these parties in respect of the Event booked. You agree that:

14.1.1 in accepting these terms and conditions You have not relied on any other warranty or representation made by or on behalf of Ecctis; and

14.1.2 any variation to the terms and conditions will only come into effect if it is in writing.

14.2 We can transfer Our Services Contract with You, so that a different organisation is responsible for supplying Your service. If You are a consumer, We'll tell you in writing if this happens and We'll ensure that the transfer won't affect Your rights under the contract.

14.3 These terms and conditions are not intended to confer any benefit on a third party under the provision of the Services Contract (Rights of Third Parties) Act 1999. This Services Contract is between You and Ecctis. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

14.4 These terms and conditions are separate to, and do not affect or invalidate, any Services Contract that might exist between Ecctis and any organisation with whom You might be employed or otherwise affiliated.

14.5 In the event that any of these terms and conditions is found to be invalid or otherwise unenforceable then such term shall be regarded and construed as omitted from these terms and conditions so that if some of these terms and conditions are unlawful, the rest will continue to apply.

14.6 Even if We delay in enforcing these terms and conditions, We can still enforce them later. We might not immediately chase You for not doing something or for doing something You're not allowed to, but that doesn't mean We can't do it later.

- 14.7 The laws of England and Wales will apply to these terms and conditions and for business customers, they will be governed exclusively by the courts of England and Wales. If You are a consumer and 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.