#### PROC-643-2023

#### **Terms and Conditions**

**Bond Solon Products** include, but are not limited to, courses, presentations, manuals, course materials, articles, books and web-based products.

**Copyright** Bond Solon owns the copyright in all Bond Solon Products. Any material contained in Bond Solon Products may not be reproduced in any form or used without the express written permission of Bond Solon.

GDPR This clause sets out the responsibilities of Bond Solon Training Ltd, the Provider, and the Customer in relation to the General Data Protection Regulation and any other applicable data protection law (Data Protection Law). Any terms or words defined in Data Protection Law and used in this clause relating to personal data shall have the meaning set out in Data Protection Law. Where the Provider processes any personal data in relation to this agreement, it does so as a data controller on its own behalf (including in order to comply with its obligations and exercise its rights under this agreement), and shall comply with Data Protection Law in respect of such processing. Where the Customer provides any personal data in relation to this agreement, it warrants that it does so in compliance with Data Protection Law and that the Provider may, under Data Protection Law, process such data as required or anticipated by this agreement, and the Customer shall be responsible for any costs, losses or expenses the Provider incurs or suffers as a result of breach of such warranty.



- Major credit and debit cards are accepted. Please quote your invoice number on payment. Bond Solon does not accept AMEX.
- Payment terms are stated on your invoice
- Some web based products may be purchased online.
- It is the policy of the company to recover all debts and associated court costs and legal fees incurred in so doing. We reserve the right to charge interest at 3% over bank base rate on overdue invoices.

PROC-643-2023 Page 1 of 5

**Bond Solon Trainers** Any contract entered into with Bond Solon for the provision of Bond Solon Products is on the express term that the trainer we appoint to present or author the product will not be approached independently by you or a third party acting on your behalf to present training or create other material to you or any other party within a two year period following the delivery of the product without our prior written consent.

#### Cancellations

- For all public courses, in house trainings, conferences, presentations and workshops cancellations must be made in writing and received by us at least 21 days prior to the event, and will be subject to a £50 + VAT administration charge.
- We will not accept cancellations that have not been received by us, and you should obtain proof of sending.
- Cancellations not giving the required notice, and those not received in writing, will not be accepted and the agreed course fee will be due.
- Attendees' names may be changed at any time without charge.

## **Postponements**

- All postponements will be subject to a £50 + VAT administration charge
- Postponements notified in writing at least 21 days prior to the event will not incur any additional charges however, the standard administration charge will remain applicable. Those received between 14 and 20 days of the event will be charged at 25% of the agreed course fee; and those received between 7 and 13 days will be charged at 50% of the agreed course fee. Thereafter, postponements will be charged at the full course fee. If a postponement occurs within 21 days of the event and then the new date is subsequently cancelled, even if the cancellation is made more than 21 days before the event, the full course fee will be charged and will be non-refundable.

| Prior to Event Date | Postponement           | Cancellation           |
|---------------------|------------------------|------------------------|
| 21 days +           | £50 + VAT admin charge | £50 + VAT admin charge |
| 14-20 days          | 25% of course fee      | 100% of course fee     |
| 7-13 days           | 50% of course fee      | 100% of course fee     |
| 0-6 days            | 100% of course fee     | 100% of course fee     |

- Bond Solon reserves the right to vary the timing, date and venue of a course where the occasion necessitates, or to cancel the event and issue a full refund of any fees paid.
- Bond Solon can not be held responsible for events outside of its control.

**Confidentiality** It is the policy of Bond Solon that all matters arising from the delivery of Bond Solon Products is confidential. This confidentiality will end with the consent of our clients, or where we are required by law to disclose, or where there is an overriding public interest, including where the information concerns misconduct, illegality or gross immorality.

PROC-643-2023 Page 2 of 5

# Legal Advice

- Please note that Bond Solon staff, material writers, presenters and trainers are
  not authorised to advise on the interpretation and application of the law to
  particular circumstances or matters and any such comments made by them will
  not constitute and must not be relied upon as advice.
- The Bond Solon Products have been designed solely for the learning benefit of clients attending such courses or presentations or participating in such web based products. The material does not necessarily stand on its own and is not intended to be relied upon for giving specific advice.
- To the fullest extent permitted by law, neither Bond Solon staff, material writers, presenters and trainers will be liable by reason of breach of contract, negligence or otherwise for any loss or damage (whether direct, indirect or consequential) occasioned to any person acting or omitting to act or refraining from acting upon the material within Bond Solon Products, except to the extent that any such loss or damage does not exceed the price of the Bond Solon product, arising from or connected with any error or omission in the material. Nothing in this paragraph shall be deemed to exclude or limit Bond Solon staff, material writers, presenters and trainers liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation.

Loss and damage as referred to above shall be deemed to include, but is not limited to, any loss of profits or anticipated profits, damage to reputation or goodwill, loss of business or anticipated business, damages, costs, expenses incurred or payable to any third party (in all cases whether direct, indirect or consequential) or any other direct, indirect or consequential loss or damage.

PROC-643-2023 Page 3 of 5

# LAW AND JURISDICTION

This Agreement, these terms and any issues, disputes or claims arising out of, or in connection with it (whether contractual or non-contractual in nature such as claims in tort, from breach of statute or regulation or otherwise) shall be governed by, and construed in accordance with, the laws of England and Wales. All disputes or claims arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the English and Welsh Courts to which the Parties irrevocably submit.

## SERVICES AND DURATION

Bond Solon Training are to provide the services for Undercover Test Purchase Foundation training.

On completing this training, delegates are expected to be to:

- Determine the appropriateness of Open-Source Intelligence for the CMA investigation in question
- Apply effective research skills in OSINT and how to use these in all areas of intelligence gathering
- Develop a case planning strategy for OSINT that is appropriate and proportionate to the investigation
- Align information and intelligence gathering within the intelligence cycle stages
- Effectively evaluate information online, amalgamate this with other information gathered, complete analysis of data and provide concise and informative reports to decision makers
- Ensure the case planning strategy includes the identification of relevant open-source resources (including social media) and the extent of their use
- Demonstrate the ability to navigate open-source resources in order to capture and evaluate relevant data in accordance with UKFSR codes of practice
- Apply best practice in respect of risk assessment processes at each stage of an online investigation
- Obtain tracking data from email communications
- Understand when additional authorisation is required for online research
- Maintain a detailed record of all processes used within an online investigation and their results
- Ensure that all research is processed and retained in accordance with legislation
- Mandatory
- Delivery of a programme of training sessions that delivers the outcomes above in a comprehensive yet timely fashion
- Delivery to be in a practical face-to-face learning format that allows delegates to attend and engage with the trainer – trainer to recommend optimal trainer: delegate ratio.
- Trainer will need to adapt the format to take into account the CMA's DFIS techniques, and lab setup.
- Training to be accredited training provider to set out accreditation options available that are relevant and support the above outcomes
- Training provider to provide accompanying training handouts/materials to the extent that this facilitates attendees being able to follow and refer to the content of the training during and after the training
- Training to include assessment of skills learnt for each individual.

The services provided will commence on 20<sup>th</sup> November 2023 and will terminate on 24<sup>th</sup> November 2023.

The total cost for the services in this contract will be £13.690 excluding VAT.

**THIS AGREEMENT** has been entered into the date of the last signature below and will terminate upon satisfactory delivery of services:

| Signed for and on behalf of <b>Bond Solon Training</b> Ltd, 5 <sup>th</sup> Floor, 10 Whitechapel High Street, London E1 8QS   | Signed for and on behalf of the Competition and Markets Authority, The Cabot, 25 Cabot Square, London E14 4QZ United Kingdom |
|--|--|
| Name:  | Name   |
| Job title  | Job title  |
| Date: 67   11   2023   | Date: 06/11/2023   |
| Signature:   | Signature:   |
|  |  |
|  |  |
| MARKET THE PARTY OF THE PARTY O |  |

