



Crown
Commercial
Service

CROWN COMMERCIAL SERVICE

- and -

FORFRONT LIMITED

ATTACHMENT 5

relating to

**THE PROVISION OF PUBLIC SECTOR CONTACT DETAILS
AND EMAIL TOOL**

CCTS22A46

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ANNEX 1 – TERMS AND CONDITIONS

1 INTERPRETATION

1.1 In these terms and conditions:

“Agreement”	means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter and includes the Award Letter;
“Award Letter”	means the letter (including the Annexes thereto) from the Customer to the Supplier via the e-Sourcing Suite at the point of award;
“Central Government Body”	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency;
“Charges”	means the charges for the Services as specified in the Award Letter;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Customer”	means the Contracting Authority/Customer named in the Award Letter;
“DPA”	means the Data Protection Act 2018;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“Information”	has the meaning given under section 84 of the FOIA;
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;
“Party”	means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;
“Purchase	means the Customer’s unique number relating to the supply of the

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Order Number”	Services;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	means the services to be supplied by the Supplier to the Customer under the Agreement;
“Specification”	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;
“Start Date”	means the commencement date of the Agreement as set out in the Award Letter;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer’s procedures for the vetting of personnel as provided to the Supplier from time to time;
“Supplier”	means the person named as Supplier in the Award Letter;
“Term”	means the period from the Start Date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

1.2 In these terms and conditions, unless the context otherwise requires:

- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 1.2.5 the word ‘including’ shall be understood as meaning ‘including without limitation’.

2 BASIS OF AGREEMENT

- 2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer, within 7 days of the date of the award letter, of a copy of the

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Award Letter countersigned by the Supplier.

3 SUPPLY OF SERVICES

- 3.1 In consideration of the Customer's agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Supplier shall:
- 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer's instructions;
 - 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
 - 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;
 - 3.2.4 ensure that the Services shall conform with all descriptions, requirements, service levels and specifications set out in the Specification;
 - 3.2.5 comply with all applicable laws; and
 - 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.
- 3.3 The Customer may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.

4 TERM

- 4.1 The Agreement shall take effect on the Start Date and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.
- 4.2 The Customer may extend the Agreement for a period of up to 1 year by giving not less than 30 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

5 CHARGES, PAYMENT AND RECOVERY OF SUMS DUE

- 5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
- 5.3 The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.

- 5.4 In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 5.5 If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.
- 5.6 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.7 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.8 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
- 5.8.1 provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and
 - 5.8.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.
 - 5.8.3 In this clause 5.8, “sub-contract” means a contract between two or more suppliers, at any stage of remoteness from the Customer in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 5.9 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

6 PREMISES AND EQUIPMENT

- 6.1 If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer's premises by the Supplier or the Staff shall be at the Supplier's risk.
- 6.2 If the Supplier supplies all or any of the Services at or from the Customer's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer's premises, remove the Supplier's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer's premises in a clean, safe and tidy condition. The

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Supplier shall be solely responsible for making good any damage to the Customer's premises or any objects contained on the Customer's premises which is caused by the Supplier or any Staff, other than fair wear and tear.

- 6.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.
- 6.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.7 The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

7 STAFF AND KEY PERSONNEL

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
- 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
 - 7.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
 - 7.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,
- and the Supplier shall comply with any such notice.
- 7.2 The Supplier shall:
- 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
 - 7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
 - 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.
- 7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, parental leave and termination of employment or other extenuating circumstances.

- 7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

8 ASSIGNMENT AND SUB-CONTRACTING

- 8.1 The Supplier shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 8.2 Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.
- 8.3 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

9 INTELLECTUAL PROPERTY RIGHTS

- 9.1 All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer or the respective owner of such intellectual property rights but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.
- 9.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
- 9.3 The Supplier hereby grants the Customer:
- 9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and
 - 9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:
 - (a) any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and
 - (b) any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,

including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

- 9.4 The Supplier shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

10 GOVERNANCE AND RECORDS

10.1 The Supplier shall:

- 10.1.1 attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and
- 10.1.2 submit progress reports to the Customer at the times and in the format specified by the Customer.

- 10.2 The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

11 CONFIDENTIALITY, TRANSPARENCY AND PUBLICITY

11.1 Subject to clause 11.2, each Party shall:

- 11.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and
- 11.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

11.2 Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:

- 11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;
- 11.2.2 to its auditors or for the purposes of regulatory requirements;
- 11.2.3 on a confidential basis, to its professional advisers;
- 11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
- 11.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier's

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confidentiality obligations under the Agreement; and

11.2.6 where the receiving Party is the Customer:

- (a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
- (c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
- (d) in accordance with clause 12 and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the customer under this clause 11.

11.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

11.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

12 FREEDOM OF INFORMATION

12.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:

- 12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
- 12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- 12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and

12.1.4 not respond directly to a Request for Information unless authorised in writing to

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do so by the Customer.

12.2 The Supplier acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

13 PROTECTION OF PERSONAL DATA AND SECURITY OF DATA

13.1 The Supplier shall, and shall procure that all Staff shall, comply with any notification requirements under Data Protection Legislation and both Parties shall duly observe all their obligations under Data Protection Legislation which arise in connection with the Agreement.

13.2 REPLACED BY ANNEX 6 IN RELATION TO PROTECTION OF PERSONAL DATA

13.3 When handling Customer data (whether or not Personal Data), the Supplier shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Supplier from time to time.

14 LIABILITY

14.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.

14.2 Subject always to clauses 14.3 and 14.4:

14.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and

14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Supplier be liable to the Customer for any:

- (a) loss of profits;
- (b) loss of business;
- (c) loss of revenue;
- (d) loss of or damage to goodwill;
- (e) loss of savings (whether anticipated or otherwise); and/or
- (f) any indirect, special or consequential loss or damage.

14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

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- 14.3.1 death or personal injury caused by its negligence or that of its Staff;
- 14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or
- 14.3.3 any other matter which, by law, may not be excluded or limited.

14.4 The Supplier's liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.

15 FORCE MAJEURE

Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

16 TERMINATION

- 16.1 The Customer may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.
- 16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:
 - 16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
 - 16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
 - 16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
 - 16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
 - 16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17;
 - 16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or
 - 16.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.
- 16.3 The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.
- 16.4 The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of

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the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.

16.6 Upon termination or expiry of the Agreement, the Supplier shall:

- 16.6.1 give all reasonable assistance to the Customer and any incoming supplier of the Services; and
- 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

17 COMPLIANCE

17.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.

17.2 The Supplier shall:

- 17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
- 17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

17.3 The Supplier shall:

- 17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time; and
- 17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.

17.4 The Supplier shall supply the Services in accordance with the Customer's environmental policy as provided to the Supplier from time to time.

17.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:

- 17.5.1 the Official Secrets Acts 1911 to 1989; and
- 17.5.2 section 182 of the Finance Act 1989.

18 PREVENTION OF FRAUD AND CORRUPTION

18.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.

18.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

18.3 If the Supplier or the Staff engages in conduct prohibited by clause 18.1 or commits fraud

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in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:

- 18.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or
- 18.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

19 DISPUTE RESOLUTION

- 19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the “**Mediator**”) chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

20 GENERAL

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and Customer, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor

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represent that it has, any Customer to make any commitments on the other Party's behalf.

20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

21 NOTICES

21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:

21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.

21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

22 GOVERNING LAW AND JURISDICTION

The validity, construction and performance of the Agreement, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

ANNEX 2 – PRICE SCHEDULE

REDACTED TEXT under FOIA Section 43 Commercial Interests.

Contract Total	£31,184.00
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ANNEX 3 – STATEMENT OF REQUIREMENTS

1. PURPOSE

- 1.1 The Crown Commercial Service (CCS) require a contract to access a public sector contacts database and use of an email marketing tool to set up, send and report on email marketing activities.
- 1.2 The database will be used by the marketing department as part of the delivery of a series of marketing campaigns to raise our profile across the public sector and promote a range of specific products and services.

2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 CCS is the largest public procurement organisation in the UK. They help organisations across the whole of the public and third sector find the right commercial solutions for around £22 billion of spend each year (approximately 70/30 split between Central Government (CG) and Wider Public Sector (WPS) organisations). By helping organisations save time and money on the procurement of common goods and services, CCS can help organisations achieve savings and other commercial benefits.
- 2.2 CCS also helps the public sector to build policy considerations into their procurement - boosting social value, levelling the field for local and regional businesses, and supporting the UK public sector on its journey to carbon net zero.
- 2.3 As a trading fund of the Cabinet Office (CO), CCS also supports on implementing the UK's public procurement policy and delivering government's commercial policy priorities.
- 2.4 The areas of common goods and services CCS cover spans:
 - 2.4.1 Technology: digital future, network services, software and cyber security and technology products and services
 - 2.4.2 Corporate solutions: document management and logistics, financial services, fleet, marcomms and research, office and travel
 - 2.4.3 Buildings: energy, construction and workplace
 - 2.4.4 People: workforce solutions, professional services, contact centre and business services, and people services

3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 3.1 The successful Supplier will be required to support the Authority in reaching more organisations across the public and third sector, encouraging them to join the growing number of customers accessing the Authority's commercial deals and achieving significant savings and commercial benefits, all in the very best interests of the UK taxpayer.
- 3.2 Business objective: meet annual spend growth targets

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- 3.2.1 In 22/23 the Customer has a target of £28.2 billion of spend through its commercial solutions. £17.5 billion of this spend is expected to come from CG and £10.7 billion is expected to come from WPS customers. Across CG and WPS this represents a combined growth target of 5.6% (£4.05 billion) on current forecasts for 2021/22.
- 3.2.2 The Customer also has targets to further increase spend to £30 billion over the next three years.
- 3.3 Marketing objectives
- 3.3.1 Awareness raising - reaching key audiences to increase awareness of the Customer's messages and drive traffic to, and engagement with, key campaign content on the corporate website and digital platforms.
- 3.3.2 Lead generation - to support the Customer's growth targets there is a need to generate leads that can be converted internally into spend opportunities.
- 3.3.3 Cross-selling and re-targeting - there is a huge growth opportunity in getting existing customers using more frameworks, and for customers who have engaged with the Customer in the past (details held on the Customer's Salesforce database), to start reusing the frameworks
- 3.4 The Supplier will be required to show they will meet the government's requirements for social value under the project.

4. DEFINITIONS

Expression or Acronym	Definition
CCS	Crown Commercial Service
GDPR	General Data Protection Regulation
WPS	Wider Public Sector
CO	Cabinet Office
CG	Central Government

5. SCOPE OF REQUIREMENT

- 5.1 The scope of the requirement is:
- 5.1.1 Supply of access licences to a public sector contacts database
- 5.1.2 Email tool to target contacts on the database
- 5.1.3 Training for the database access and email tool for a maximum of 10 people

6. THE REQUIREMENT

- 6.1 The database should provide access to contacts within our target audience outlined below.

Sectors (covering England, Northern Ireland, Scotland and Wales): Please include any training or skills transfer requirements to be delivered by the Supplier.

- 6.1.1 Local Government
- 6.1.2 Health (NHS Trusts, Ambulance Trusts, Integrated Care Systems)
- 6.1.3 Schools and Academies including multi-academy trusts
- 6.1.4 Colleges of Further Education and Universities
- 6.1.5 Police Forces
- 6.1.6 Fire and Rescue
- 6.1.7 Housing Associations
- 6.1.8 Charities
- 6.1.9 Central Government including arm's length bodies and executive agencies

- 6.2 Job functions/titles to include:

- 6.2.1 All levels of seniority for Procurement/Purchasing/Contract management such as Leads/Managers and below (e.g. Commercial Directors, Commissioning/Procurement Managers and Head of Procurement)
- 6.2.2 Finance Directors/Managers
- 6.2.3 Chief Executive Officers
- 6.2.4 Business/Office Managers (Schools and Charities only)
- 6.2.5 Head Teachers (Schools only)
- 6.2.6 HR Directors/Managers/Staffing Managers
- 6.2.7 IT/Tech/Computing Managers/Chief Technology Officers/Chief Information Officers
- 6.2.8 Estates/Facilities/Property Managers
- 6.2.9 Marketing/PR/Communications Managers
- 6.2.10 Administration Managers
- 6.2.11 Legal Services Managers

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- 6.2.12 Transport/Fleet Managers
- 6.2.13 Energy Managers and
- 6.2.14 Records Managers
- 6.3 CCS require the supplier to provide a way of storing database contacts, removing existing CCS contacts to avoid duplication, creating suppression lists and managing updates to contacts throughout the contract term. The supplier will be required to provide evidence of Cyber Essentials accreditation, GDPR compliance and to complete a Non-Disclosure Agreement to allow CCS contacts to be shared for de-duplication.
- 6.4 The supplier's offering should ensure that we can exclude contacts we do not want to reach or have already contacted in another way. This could include contacts we have acquired on our own database since starting the contract either through other channels or where a contact accessed through the contract has taken an action to share their data with CCS e.g. by completing a form linked to in an email. The offering should include a suppression list to eliminate duplication against contacts that can be updated on a regular basis.
- 6.5 The supplier's offering must have the ability to create and manage multiple segments. For example, to identify all database contacts from a set of organisations that have been identified as having bought from CCS frameworks within a specified period.
- 6.6 The email marketing tool should provide the following:
 - 6.6.1 Ability to segment the data
 - 6.6.2 Send the emails
 - 6.6.3 Monitor and analyse the success of campaigns (including delivery rates, bounce rates, open rates and click through rates)
 - 6.6.4 Allow for automation so the Authority can re-target database contacts who did not open the marketing material or send new content to contact who have clicked on the specific links
 - 6.6.5 Be fully customisable to enable CCS branding to be used
- 6.7 We would expect to deliver a maximum of 4 emails per month to each database contact throughout the duration of the contract.
- 6.8 As well as access to the database, the Authority require training of the successful Supplier's offering. Training will be for a maximum of ten (10) people using the email marketing tool and the system for holding the list and developing segments. The training is to be delivered via a video conference.

7. KEY MILESTONES AND DELIVERABLES

- 7.1 The following Contract milestones/deliverables shall apply:
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Milestone/Deliverable	Description	Timeframe or Delivery Date
1	First client and agency meeting	Within week 1 of Contract Award
2	Supplier provides evidence of Cyber Essentials accreditation completes Non-Disclosure Agreement and undertakes exercise to remove existing CCS contacts from database.	Within week 2 of Contract Award
3	Data provided to CCS and training provided in using email marketing tool and the system for holding the list and developing segment	Within week 3 of Contract Award

8. MANAGEMENT INFORMATION/REPORTING

- 8.1 A virtual meeting following contract award to discuss and agree next steps / actions will be required.
- 8.2 Progress reports will be required on a quarterly basis in written format by email. These should be accompanied by regular informal discussions over the telephone on a minimum of monthly intervals.
- 8.3 Reports on the data and volumes should be provided after each monthly de-duplication process against the Authority's database.

9. VOLUMES

- 9.1 The Authority does not impose any restriction or target in respect of volumes upon the Supplier. The Supplier should include within their submission any estimation of the volume of organisational and individual contacts they expect to be able to provide based on the target audience detailed within Section 6, The Requirement.
- 9.2 The Authority would expect to deliver a maximum of 4 email contacts per month to each of the contacts throughout the duration of the licence period. Costs should be provided to manage this level of email campaigns through the Supplier's e-marketing tool.

10. CONTINUOUS IMPROVEMENT

- 10.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 10.2 The Supplier should present new ways of working to the Authority during quarterly Contract review meetings.
- 10.3 Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

11. SUSTAINABILITY

- 11.1 For both sustainability and value for money reasons, the Supplier will attend only virtual meetings for this Contract.
- 11.2 The Supplier will comply with all relevant legislation governing sustainability and wider public sector duties.
- 11.3 The Supplier will meet the government's requirements for social value to be met through the project, addressing itself to relevant guidance and incorporating this objective in a way consistent with meeting the milestones above.

12. QUALITY

- 12.1 The supplier will be required to provide evidence of Cyber Essentials accreditation, GDPR compliance and to complete a Non-Disclosure Agreement to allow CCS contacts to be shared for de-duplication. The Supplier will confirm they meet all necessary security requirements.

13. PRICE

- 13.1 The maximum contract value shall be up to £50,000.00 (excl. VAT) including all extension periods.
- 13.2 Prices are to be submitted by email Attachment 4 – Price Schedule excluding VAT and including all other expenses relating to Contract delivery.

14. STAFF AND CUSTOMER SERVICE

- 14.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.
- 14.2 The Supplier's staff assigned to the Contract shall have the relevant qualifications as mentioned in 12. Quality and experience to deliver the Contract to the required standard.
- 14.3 The Supplier shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

15. SERVICE LEVELS AND PERFORMANCE

- 15.1 The Authority will measure the quality of the Supplier's delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Deliverables	The outputs/deliverables must meet the acceptance criteria agreed with the Authority	100%
2	Key Milestones	The Supplier must achieve the key milestones as set out in Section 7.	100%

3	Finance	The Supplier will ensure all invoices are submitted with the correct information for the Authority to progress	100%
4	Management Information	The Supplier must provide progress reports on a quarterly basis via email.	100%
5	Data Quality	Consistently low hard bounce rates below a level agreed with the Authority	100%
6	Complaints	Respond with resolutions to any issues of complaints within 5 working days	100%

- 15.2 Where the Authority identifies poor performance against the agreed KPIs, the Supplier shall be required to attend a performance review meeting. The performance review meeting shall be at an agreed time, no later than 10 working days from the date of notification at the Authority's premises.
- 15.3 The Supplier shall be required to provide a full incident report which describes the issues and identifies the causes. The Supplier will also be required to prepare a full and robust 'Service Improvement Action Plan' which sets out its proposals to remedy the service failure. The Service Improvement Plan shall be subject to amendment following the performance review meeting and agreed by both parties prior to implementation.
- 15.4 It is the Supplier's sole responsibility to resolve any service failure issues that may occur, however, the Authority agrees to work with the Supplier to help resolve these issues.
- 15.5 Where the Supplier fails to provide a Service Improvement Plan or fails to deliver the agreed Service Improvement Plan to the required standard, the Authority reserves the right to seek early termination of the contract in accordance with the procedures set out in Appendix C – Terms and Conditions for Services

16. SECURITY AND CONFIDENTIALITY REQUIREMENTS

- 16.1 The Supplier will be expected to provide evidence of having Cyber Essentials or Cyber Essentials Plus accreditation before any exchange of data can take place. By responding to this procurement the Supplier agrees to have this in place within 2 weeks of commission.
- 16.2 During the life of the contract, the Authority may share confidential, commercially sensitive or personal information with the Supplier for the sole purpose of delivering the contract. Potential Providers shall ensure that there are robust systems,

procedures and checks in place to ensure the safety and security of any such information.

17. PAYMENT AND INVOICING

- 17.1 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
- 17.2 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
- 17.3 Invoices should be submitted to: **REDACTED TEXT under FOIA Section 40, Personal Information.**

18. CONTRACT MANAGEMENT

- 18.1 Quarterly contract review/progress meetings will take place remotely.

19. LOCATION

- 19.1 The location of the Services will be carried out at the office of the Suppliers.

ANNEX 4 – SUPPLIERS RESPONSE

QUALIFICATION - KEY PARTICIPATION REQUIREMENTS

Response Guidance

The following questions are 'Pass/Fail' questions. If you are unwilling or unable to answer "Yes", please contact the Procurement Lead for assistance. You MUST Pass all elements of this question to be considered for a contract.

You should confirm your answer by selecting the appropriate option in the 'your response' section

Question number	Question	Your Response
1.2	Have you read, understood and accepted the Statement of Requirements?	Yes
1.3	Do you agree, without caveats or limitations, that in the event that you are awarded a contract, Attachment 5 - Terms and Conditions will govern the provision of this contract?	N/A Forfront T&Cs attached as directed

QUALIFICATION - CONFLICTS OF INTEREST

Response Guidance

Question 2.1 is a 'Yes/No' question and will dictate whether or not question 2.2 needs to be answered.

Question 2.2 is a Pass / Fail question. You are required to provide details of how the identified conflict will be mitigated.

The Contracting Authority will review the mitigation in line with the perceived conflict of interest, to determine what level of risk this poses to them. Therefore, if you cannot or are unwilling to suitably demonstrate that you have suitable safeguards to mitigate any risk then your proposal will be deemed non-compliant and will be rejected.

Discussions may be held with you to discuss mitigation plans further prior to making a decision.

Question	Question	Your Response
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number		
2.1	Please confirm whether you have any potential, actual or perceived conflicts of interest that may be relevant to this requirement.	No
2.2	We require that any potential, actual or perceived conflicts of interest in respect of this Proposal Pack are identified in writing and that you outline what safeguards would be put in place to mitigate the risk of actual or perceived conflicts arising during the delivery of these services.	N/A

QUALIFICATION - INFORMATION ONLY

Response Guidance

The following questions are for information only. Information provided in response to these questions may be used in preparation of any Contract Award and any omissions may delay completion of this exercise.

Question number	Question	Your Response
3.1	<p>What are your details:</p> <ul style="list-style-type: none"> • Name (registered name if registered) • Office address (registered address if registered) • Website address (if applicable) • Date of registration (if applicable) or date of formation • Registration number (company, partnership, charity etc.) if applicable • DUNS number (of head office, if applicable) • VAT number 	<p>REDACTED TEXT under FOIA Section 40, Personal Information.</p>

3.2	<p>What is your trading status:</p> <ul style="list-style-type: none"> • Public limited company • Limited company • Limited liability partnership • Other partnership • Sole trader • Third sector • Other 	Limited Company
3.3	<p>Are you a Small, Medium or Micro Enterprise (SME)?</p> <p>See the definition of SME</p>	Yes
3.4	<p>Please provide details of where the Award Outcome should be directed. Your response must include their;</p> <ul style="list-style-type: none"> • REDACTED TEXT under FOIA Section 40, Personal Information. 	REDACTED TEXT under FOIA Section 40, Personal Information.
3.5	<p>Please provide details of your Data Protection Officer. Your response must include their;</p> <ul style="list-style-type: none"> • Full Name • Email Address 	REDACTED TEXT under FOIA Section 40, Personal Information.
3.6	<p>Please provide details of any subcontractors you propose to use in order to meet your obligations should you be awarded a Contract. Your response must include their:</p> <ul style="list-style-type: none"> • Trading Name(s): Oscar Research Ltd. • Registered Address(ees) and contact details • Goods/Services to be provided <p>NB - the Contracting Authority will approve/reject suggested subcontractors and may require further information prior to making a decision</p>	REDACTED TEXT under FOIA Section 40, Personal Information

ANNEX 5 – CLARIFICATIONS

Not Applicable.

ANNEX 6 – ADDITIONAL TERMS & CONDITIONS

1. Data Protection

- 1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor. The only processing that the Supplier is authorised to do is listed in Annex 1 to this Schedule (Processing Personal Data) by the Customer and may not be determined by the Supplier.
- 1.2 The Supplier shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
- 1.3 The Supplier shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 1.4. The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Framework Agreement:
- (a) process that Personal Data only in accordance with Annex 1 (Processing Personal Data), unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :
 - (i) the Supplier Personnel do not process Personal Data except in accordance with this Framework Agreement (and in particular Annex 1 (Processing Personal Data));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that they:

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- (A) are aware of and comply with the Supplier's duties under this Clause;
 - (B) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Customer or as otherwise permitted by this Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and
 - (iv) the Supplier complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (e) at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the this Contract unless the Supplier is required by Law to retain the Personal Data.

1.5 Subject to Clause 1.7, the Supplier shall notify the Customer immediately if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

1.6 The Supplier's obligation to notify under Clause 1.5 shall include the provision of further information to the Customer in phases, as details become available.

- 1.7 Taking into account the nature of the processing, the Supplier shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 1.5 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:
- (a) the Customer with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Customer following any Data Loss Event;
 - (e) assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.
- 1.8 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this Clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:
- (a) the Customer determines that the processing is not occasional;
 - (b) the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - (c) the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.9 The Supplier shall allow for audits of its Data Processing activity by the Customer or the Customer's designated auditor.
- 1.10 The Supplier shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 1.11 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Supplier must:
- (a) notify the Customer in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Customer;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 1.11 such that they apply to the Sub-processor; and
 - (d) provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.
- 1.12. The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.
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- 1.13 The Supplier may, at any time on not less than 30 Working Days' notice, revise this Clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
- 1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Supplier amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 1.15 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor. The only processing that the Supplier is authorised to do is listed in Annex 1 (Processing Personal Data) by the Customer and may not be determined by the Supplier.
- 1.16 The Supplier shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
- 1.17 The Supplier shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 1.18 The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Call Off Contract:
- (a) process that Personal Data only in accordance with Annex 1 (Processing Personal Data), unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :

- (i) the Supplier Personnel do not process Personal Data except in accordance with this Call Off Contract (and in particular Annex 1 (Processing Personal Data));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Supplier's duties under this Clause;
 - (B) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Customer or as otherwise permitted by this Call Off Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and
 - (iv) the Supplier complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (e) at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Call Off Contract unless the Supplier is required by Law to retain the Personal Data.

1.19 Subject to Clause 1.21, the Supplier shall notify the Customer immediately if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory Customer in connection with Personal Data processed under this Call Off Contract;

- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Data Loss Event.
- 1.20 The Supplier's obligation to notify under Clause 1.19 shall include the provision of further information to the Customer in phases, as details become available.
- 1.21 Taking into account the nature of the processing, the Supplier shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 1.19 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:
- (a) the Customer with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Customer following any Data Loss Event;
 - (e) assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.
- 1.22 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this Clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:
- (a) the Customer determines that the processing is not occasional;
 - (b) the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - (c) the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.23 The Supplier shall allow for audits of its Data Processing activity by the Customer or the Customer's designated auditor.
- 1.24 The Supplier shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 1.25 Before allowing any Sub-processor to process any Personal Data related to this Call Off Contract, the Supplier must:
- (a) notify the Customer in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Customer;
-

- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 1.25 such that they apply to the Sub-processor; and
- (d) provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.

1.26 The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.

1.27 The Supplier may, at any time on not less than 30 Working Days' notice, revise this Clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Call Off Contract).

1.28 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Supplier amend this Call Off Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Annex 1 –Processing Personal Data Authorised Processing Template

1. The contact details of the Customer's Data Protection Manager is:
REDACTED TEXT under FOIA Section 40, Personal Information.
2. The contract details of the Supplier Data Protection Officer is:
REDACTED TEXT under FOIA Section 40, Personal Information.
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Annex.

Contract Reference:	CCTS22A46
Date:	13th June 2022
Description Of Authorised Processing	Details
Identity of the Controller and Processor	<p>Guidance: You will need to select whether to make use of Option A or Option B or Option C and/or Option D depending on which of the Parties are the data controller for the purposes of the Contract</p> <p>1.1 OPTION A: Customer as Controller</p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor in accordance with Clause 1.1.]</p>
Subject matter of the processing	Access to a public sector contacts database and use of an email marketing tool to set up, send and report on email marketing activities in order to promote what CCS does to the public sector.

Duration of the processing	1 year (June 2022 to May 2023) with an option to extend by a further 1 year
Nature and purposes of the processing	We will use the supplier's database of contact details for individuals in the public sector, which is hosted on their servers. The contact method will be email. The data will not be stored by CCS, unless a contact fills out a form on our website, at which point they would become a CCS contact.
Type of Personal Data	Name Email address
Categories of Data Subject	Contacts from public sector organisations, anyone whose name or email will be in the supplier's data.
	The supplier's database will not be retained by CCS. Only individual's contact details who have completed a form and become a CCS contact will be retained, and as per our privacy notice they will be: asked for their marketing preferences, given an easy way to opt out and retained for 3 years.

ANNEX 7 – CHANGE CONTROL FORMS

CHANGE CONTROL NOTICE (CCN)			
Contract Title:	Contract for the Provision of Insert title of requirement (The Contract)		
Contract Reference:		Contract Change Number:	
Date CCN issued:		Date Change Effective from:	
<p>Between: The Insert Name of Contracting Authority (The Customer) and Insert name of Supplier (The Supplier)</p> <p>1. The Contract is varied as follows:</p> <p style="margin-left: 20px;">1.1. Insert details of changes to the original contract.</p> <p>2. Words and expressions in this Change Control Notice shall have the meanings given to them in the Contract.</p> <p>3. The Contract, including any previous Contract changes, authorised in writing by both Parties, shall remain effective and unaltered except as amended by this Change Control Notice.</p>			
<div style="border: 1px solid black; height: 40px; width: 150px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; height: 40px; width: 200px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; height: 40px; width: 150px; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: space-around;"> Signature Print Name and Job Title Date </div>			<p>Change authorised to proceed by: (Customer's representative):</p>
<p>Authorised for and on behalf of the Supplier:</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <div style="border: 1px solid black; height: 40px; width: 150px;"></div> <div style="border: 1px solid black; height: 40px; width: 150px;"></div> <div style="border: 1px solid black; height: 40px; width: 100px;"></div> </div> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> Signature Print Name and Job Title Date </div>			



Authorised for and on
behalf of the
Customer:

Signature

Print Name and Job Title

Date

ANNEX 8 SUPPLIER TERMS AND CONDITIONS

In the instance of a conflict between the Attachment 5 Terms and Conditions and The Supplier Terms and Conditions, the Attachment 5 Terms and Conditions will take precedence over the Supplier Terms and Conditions.

FORFRONT LTD Terms and Conditions of Service for e-shot™

1. Introduction

1.1. Forfront Ltd provides software as a service (SaaS) used by its clients over the internet. e-shot™ is a SaaS solution which enables its clients to create messages, manage their subscribers (contact lists) and send personalised messages to their subscribers through an online platform.

Contracts for provision of the Services (as defined in paragraph 2 below) can be by way of an Annual Plan, by way of Monthly Plan, or by way of the Hybrid Plan (as defined in Appendices 1 to 2). The duration and periods of notice for termination of the Plans are set out in Appendices 1 to 2.

2. Interpretation and Definitions

2.1. In these terms and conditions, unless the context requires otherwise, the following words shall have the following meanings:

"Client" or "You" means the person, firm, company, or organisation that has requested any Services and purchased these Services from Us.

"Conditions" means the standard terms and conditions of service set out herein.

"Contract" means any contract for the provision of the Services and includes these Conditions.

"We", "Our" or "Us" means Forfront Limited, a company registered in England and Wales with company number 3643637 whose registered office is situate at Paternoster House, 65 St Paul's Churchyard, London EC4M 8AB, and whose trading address is Global House, Ashley Avenue, Epsom KT18 5AD.

"Data" means the personal data provided to Us and updated from time to time by You (which may include sensitive personal data).

"IPR" means any and all Intellectual Property Rights including without limit any and all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or

extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

"Netiquette" means generally accepted standards for use of the Internet such as, but not limited to, sending bulk unsolicited email, mail bombing, misrepresenting that You have third party authorisation and impersonating another person.

"Parties" is a reference to both Us and You.

"Fair Usage Policy" means that any e-shot™ contract which has "Unlimited" send limit is subject to a FairUsage policy to protect other customers and ensure a fair and sustainable service to all clients. The FairUsage Policy acceptable limit unless otherwise specified is restricted to 20 times the number of contacts paid for.

"Passcodes" means those words notified to You by Us which control your access to some of the Services including without limit your usernames, passwords, and API keys.

"Index" means four percent (4%).

"RPI" means Retail Price Index over 12 months from January to December of the previous year.

"Quote" means the quote submitted by Us to You, and accepted by You, in relation to the relevant Contract.

"Servers" means the computer servers used to provide the Services.

"Services" means any services supplied or to be supplied by Forfront (which may include without limit Subscription service, hosting, email delivery, consultancy) as described in the Quote issued by Us or as may be agreed from time to time; and

"Site" means any Internet website operated by Us (including without limit www.forfront.com, www.forfront.net, www.e-shot.net, console.e-shot.net, etc.).

"Data Protection Legislation" means:

i) All data protection legislation and regulations applicable to Your processing of Data under the Agreement in jurisdictions where You operate or where the Data is used, including, where applicable, UK Data Protection Legislation, EU Data Protection Legislation and NonEU Data Protection Legislation; and

ii) UK Data Protection Legislation means The Data Protection Act 2018 (DPA) and The Privacy and Electronic Communications Regulations 2003 (PECR) and any other applicable legislation within the relevant jurisdiction; and

iii) EU Data Protection Legislation means The General Data Protection Regulation 2018 (GDPR) and any other applicable legislation within the relevant jurisdiction; and

iv) Non-EU Data Protection Legislation means the California Consumer Privacy Act ("CCPA"); the Canadian Personal Information Protection and Electronic Documents Act ("PIPEDA"); and the Brazilian General Data Protection Law ("LGPD"), Federal Law no. 13,709/2018 and any other applicable legislation within the relevant jurisdiction.

2.2. Clause, Appendix, and paragraph headings shall not affect the interpretation of this agreement.

2.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2.4. A reference to a company shall include any company, corporation, or other body corporate, wherever and however incorporated or established.

2.5. Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, include the singular.

2.6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

2.7. A reference to a statute or statutory provision is a reference to it as amended, extended, or re-enacted from time to time.

2.8. A reference to writing or written includes faxes and e-mail.

2.9. References to clauses and Appendices are to the clauses and Appendices of this agreement and references to paragraphs are to paragraphs of the relevant Appendix.

3. Acceptance of Terms

3.1. The Conditions set out the terms on which We provide You with the Services. The Conditions shall apply to, and be integrated into, all Contracts and by using the Services You accept the Conditions.

3.2. All other terms and conditions (other than those which are agreed in writing between us) are excluded to the fullest extent permitted by law.

3.3. We reserve the right to review and revise the Conditions from time to time without prior notice.

3.4. Subject to clause 3.3, continued use of the Services following any revision of the Conditions is deemed to be acceptance of the modifications or amendments to the Conditions and You agree to be bound by such changes.

4. Security

4.1. You are responsible for the security and proper use of any and all Passcodes and must take all necessary steps to ensure that they are kept confidential, used properly and not disclosed to unauthorised people. You must inform Us immediately if You have any reason

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to believe that any Passcode has become compromised or known to someone not authorised to use it or if any Passcode is being or is likely to be used in an unauthorised way or of any other breach of security. We are not liable for any loss of confidentiality or for any damages arising from your failure to comply with these Conditions. You will be entirely liable for all activities conducted and charges incurred under your Passcodes whether authorised by You or not. If You forget any Passcode, you should contact Us and subject to You satisfying certain security checks, You will be given a new Passcode to enable You to use the Services. You may change your Passcode and registration details at any time by contacting Us.

5. The Services

5.1. The Services shall be as described in the Quote and in such other material as We provide to You from time to time. We reserve the right at any time and from time to time to amend, improve, correct, discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice and You agree that We shall not be liable to You or to any third party for any such modification, suspension, or discontinuance. We will restore the Service as soon as reasonably practicable after temporary suspension.

5.2. We shall use Our reasonable endeavours to ensure that the Servers and the Data contained therein are safeguarded from damage, accident, fire, theft, and unauthorised use

6. Obligations of the Client

The Client agrees that it shall:

6.1. Immediately notify Us if it becomes aware of any unauthorised use of all or any of the Services and/or Servers.

6.2. Not use the Services and/or Servers for any unlawful purpose or for the publication, linking to, issue or display of any unlawful material (which shall include without limit any pirated software or any material which is obscene, pornographic, threatening, malicious, harmful, abusive, threatening, harassing, tortious, indecent, libellous, menacing, or defamatory or which breaches the rights (including without limit IPR) of any third party or which is or encourages a criminal act or contains any virus, worm, Trojan horse or other harmful code) whether under English law or regulation, the laws or regulations of the Client's country or any other place where the results of such purpose or such material can be accessed;

6.3. Not use the Services and/or Servers in breach of the rights (including without limit IPR) of images and photos. You should only upload photos You took, a picture You painted, images You created, or your business's logo etc. and you are comfortable that your recipients will not find your image offensive.

6.4. Not use the Services and/or Servers for the publication, linking to, issue or display of any material which in the absolute discretion of Us may harm Us or any of Our clients or bring Us into disrepute or may call into question any action taken by Us on the Client's behalf.

6.5. Not use the Services and/or Servers in breach of good Netiquette practices.

6.6. Ensure that it has all necessary consents, permissions, and licences to make use of the Services including without limit registration under the Data Protection Legislation.

6.7. Not provide any technical or other information obtained from Us and/or relating to the Services or the Contract to any person, company, firm, or government which the Client knows or ought reasonably to be aware may directly or indirectly lead to a breach of any English law or regulation.

6.8. Not, in breach of good Netiquette practices, use any service provided by any third party (including without limit an Internet website and/or email) for the publication, linking to, issue or display of any material which refers to an Internet website maintained by Us or any other services offered by Us from time to time.

6.9. We monitor the content of emails created by the Client and may at Our discretion immediately and without notice to the Client suspend the Service if it considers in its reasonable opinion that the Client is in breach of any clause in these terms and conditions and no refund of the Charges to the Client will be made. We accept no responsibility or liability to the Client for any direct or indirect loss or damage that may arise under this clause.

6.10. Ensure that all material or data uploaded to Our Servers by the Client is checked for viruses, Trojans, worms, logic bombs or other material which contains harmful code.

6.11. Keep backups of all Data hosted by Us on any list operated by the Client.

6.12. Keep its password and other access details for use with the Services confidential and restricted to those members of staff who need to know such details and shall ensure all such staff are aware of the confidential nature of such information and treat it accordingly. The Client shall notify Us immediately if it believes that such information is no longer secret. The Client is solely responsible for all activities that occur under the Client's password or account. The Client will not permit any person to access the Services for any unauthorised purpose that would constitute a breach of these Terms.

6.13. Promptly notify Us of any change to its communication address and the Client acknowledges that We shall not be liable for any costs, damages, or loss which the Client may suffer or incur as a result of failure to notify such changes to Us; and

6.14. Not reverse engineer, de-code or in any way disassemble any software provided by Us in relation to the provision of the Services. The Client acknowledges that in order to make proper use of the Services it has a basic knowledge of how the Internet functions and what types of use are and are not acceptable. The Client acknowledges that We shall have no obligation to: a) manipulate any material which the Client wishes and/or does post on any website it operates or any communication which it issues or sends in connection with any of the Services; or b) validate or vet such material for usability, legality, content, or correctness.

7. Prohibited Use



7.1. You shall not send email with an invalid "From:" or "Reply-to:" address. All messages sent to Your list must contain valid email addresses and You must be responsive to all replies from members of Your list, including unsubscribe requests. All list messages must include opt out (unsubscribe) instructions in order that members can opt themselves out from such list. You may not refuse or ignore opt out requests from members of Your list. List owners should respond to member requests for manual removal from the list with courtesy and timeliness. You may not use the Services for one-time mailings to a list of members after which You substantially delete the membership and create a new list. Your membership must be a static, permanent list to which You add or delete new members and/or members opt in (subscribe) or opt out themselves in the ordinary course.

7.2. You may not use the Services to send unsolicited email ("spam"), commercial or non-commercial. Your email will be considered unsolicited if your membership addresses are not based on consent or other lawful bases as described in APPENDIX 6 – GDPR at a glance: or The ICO lawful-basis-for processing. If your email addresses came from harvesting or were compiled by any other method contravening The ICO lawful-basis-for-processing or other laws relevant in the legal jurisdiction you are sending to, for the purposes of this Agreement, those emails will be considered unsolicited email ("spam"). If We receive complaints that You are sending unsolicited commercial or non-commercial email ("spamming"), in addition to other rights that We may have under these Conditions or under applicable law, We may, at Our sole discretion, suspend Your Service pending a reconfirmation of Your entire email list membership. There is no reduction or refund of fees during any period of suspension. This reconfirmation may be carried out by Us in any reasonable manner We determine, in Our sole discretion, including without limit, sending an email to all Your list members requiring confirmation of their wish to continue their subscription to such list.

7.3. If We determine in Our sole discretion that You have been spamming, in addition to any other rights under these Conditions or under applicable law, (i) We may bring an action in any court of competent jurisdiction to stop such activity, it being understood that such activity may cause irreparable harm to Us which may not be fully compensated by monetary damages and (ii) We may recover from the Client monetary losses caused to Us by such activity in an amount equal to

(a) £500 for each such item of unsolicited email which the Client has sent to each separate and identifiable email address in violation of this Rule, which amount the parties agree is a fair and reasonable estimate of Our losses which would be occasioned by such violation; or
(b) if We can establish a greater amount of monetary loss, the amount of such actual monetary loss suffered by Us as a result of such violation including, but not limited to, any damage or loss (including legal fees) resulting from any claim made against Us as a result of Client's conduct in violation of this Rule. In addition to the foregoing, the Client shall be responsible for costs incurred by Us in bringing such actions, including legal fees.

7.4. We monitor the content of emails created by the Client and may at Our discretion immediately and without notice to the Client suspend the Services if We consider in Our reasonable opinion that the Client is in breach of any of the provisions of the above paragraph 7 and no refund of payments to Us will be made. We accept no responsibility or liability to the Client for any direct or indirect loss or damage that may arise under this paragraph 7.4.

7.5. If We receive a direct complaint by letter or by email to our abuse@ or postmaster@ or complaints@ mailboxes against email campaign originating from the Client account, We may immediately suspend and/or terminate the Client's service for violation of any provision of this agreement, upon verbal or written notice, which notice may be provided by voicemail or E-mail. Prior to suspension or termination, we will attempt to work with our clients to cure violations of any prohibited use and ensure that there is no re-occurrence; however, We reserve the right to suspend or terminate based on a first offense. There is no reduction or refund of fees during any period of suspension. We reserve the right to charge fees arising from management or handling of complaints related to alleged violations of prohibited use.

8. Price

8.1. The current price payable for the Services shall be confirmed at the time You request Us to provide any of the Services. Refunds will be given at Our discretion. We shall be entitled to vary Our prices from time to time. However, we shall give You at least [five weeks] notice of such variation (except for annual index related variations) and if You are not satisfied with such variation then You will be entitled to terminate the Contract by giving Us at least 4 weeks written notice within one week of the date of the variation notice falling which You shall be deemed to have agreed to the variation.

All prices quoted to the Client for the provision of Services by Us are exclusive of any value added tax for which the Client may be additionally liable at the applicable rate.

Subscription services are mostly based on an advanced monthly payment; however, some additional services may be charged separately and, in some cases, may have to be paid in advance.

The Price for Subscription services shall on each April increase by the greater of (1) the Index; (2) RPI plus 1%.

If, for any reason, there is contention relating to payment for the Services, We reserve the right, in any case, to charge an administration fee of £40 to cover costs. In the event of erroneous payment, we reserve the right, in any case, to charge an administration fee of £25 to cover costs.

9. Payment

9.1. The price and all other amounts due under the Contract shall be paid by the Client by the due date and in the GBP. Clear funds must be received by Us by the renewal date of the Service regardless of the subscription frequency.

Payment shall only be deemed received by Us upon receipt of cleared funds. Payment shall be made in full without any abatement, set off or deduction. It is of the essence of the Contract that the Contract price and all other amounts due from the Client under the Contract are paid on time.

Any payments made through foreign bank and or in foreign currency must be made in full in GBP. Any shortfall due to bank charges will be deemed as underpayment.

You shall be responsible for any and all expenses incurred by Us in recovering overdue amounts and shall pay interest on them (before and after judgment) at annual rate of 4%

above the Bank of England base rate accruing on a daily basis and being compounded monthly until payment is made in full.

Failure to settle all amounts by the due date may result in withholding of further Services and/or suspension of existing Services until payment has been received in full.

In the event of early termination, no compensation or refund will be paid for any advanced payments made.

Monthly payments must be paid by Direct Debit or Continuous Card Authority.

If, for any reason, the Direct Debit mandate is cancelled by You without notice to Us at least 12 days before the next payment is due, we reserve the right, in any case, to charge an administration fee of £25 to cover unpaid Direct Debit costs.

10. Intellectual Property

10.1. All IPR relating to the Services provided by Us are and shall remain the property of Us. All rights in the design and arrangement of the Site, text and graphics and all software compilations, underlying source code, and all other material on the Site are reserved to Us or Our licensors. Except as expressly provided below, nothing contained in these Conditions or on the Site relating to use shall be construed as conferring any licence or right, by implication, estoppel or otherwise, under copyright or other IPR. Forfront and all other names, images, pictures, logos, and icons identifying Forfront or its services are the property of Forfront in the UK and other countries. Other product and company names mentioned in these Conditions or the Quote may be trademarks of their respective owners.

10.2. The Client will not make any representation or do any act which may be taken to indicate it has any right, title, or interest in or to the ownership or use of any of the IPR except under the terms of the Contract.

10.3. If the Client becomes aware that any other person, firm, or company alleges that any IPR is invalid or that use thereof infringes any rights of any other party or is otherwise attacked the Client shall immediately give Us full particulars in writing thereof and shall make no comment or admission to any third party in respect thereof. We shall have the conduct of all proceedings relating to the IPR and shall in its sole discretion decide what action if any to take in respect of any infringement or alleged infringement of the IPR or passing off or any other claim or counterclaim brought or threatened in respect of the use or registration of the IPR. The Client shall not be entitled to bring any action relating to the IPR in its own name but shall assist Us in any such actions if requested.

10.4. The above obligations as to the IPR shall remain in full force and effect notwithstanding any termination of the Contract.

11. Data, Data Protection, GDPR

11.1. The Client is the Data controller in respect of any personal data that We process in the course of providing Services. The personal data is derived from Data provided by the Client and is not checked or monitored by Us and, accordingly, We have no liability or responsibility

whatsoever howsoever arising directly or indirectly to the Client for the accuracy, contents or use of such personal data under this paragraph 11.1;

11.2. We warrant that We will not disclose any personal data to any business, organisation or individual without the Client's prior written consent, unless required by law.

11.3. We have no responsibility or liability for the storage or back up of Client Data and although backups shall be carried out at regular intervals, the Client shall remain entirely responsible for making its own back-up of such Data if required. We shall incur no direct or indirect liability to the Client for any loss or damage, however caused, arising from any loss of Data arising under this clause.

11.4. We shall not use any Client Data except in connection with the provision of Services to the Client as set out in these Conditions or as required by law, regulation or regulatory body or any court of competent jurisdiction. The Client shall always comply with its obligations under all applicable Data Protection Legislation.

12. Indemnity

12.1. The Client agrees to indemnify and keep Us, Our subsidiaries, affiliates, officers, partners, and employees indemnified from and against all actions, demands, costs, losses, penalties, damages, liability, claims and expenses (including but not limited to reasonable legal fees) whatsoever arising from the Client's breach of the Contract, the Client's use or misuse of the Services, any claims by third parties as to ownership or other rights arising in any way by the Client infringing (whether innocently or knowingly) third party rights (including without limit IPR).

13. Disclaimer and limitation of liability

(The client's attention is particularly drawn to the provisions of this condition)

13.1. Nothing in the Contract or these Conditions shall exclude or limit the Our liability for death or personal injury resulting from its negligence or fraudulent misrepresentation nor affect the statutory rights of consumers.

13.2. To the fullest extent permitted by law the Site and its contents are provided by Us on an "as is" and "as available" basis and no representations or warranties (expressed or implied) of any kind are made (and they are expressly disclaimed) with respect to the Services, the Site or its contents including, without limit, warranties of merchantability and fitness for a particular purpose. Further, we do not represent or warrant that: (i) the Services will meet Your requirements; (ii) the Services will be uninterrupted, timely, secure, or error-free; (iii) any results obtained from using the Services will be accurate, complete, or current.

13.3. You acknowledge that the allocation of risk in the Contract reflects the price paid for the Services and that it is not within Our control how or for what purposes the Services are used. If any exclusion in this paragraph 14 is held to be invalid and We become liable for loss or damage that may lawfully be limited, then such liability shall be limited to the amount paid by You for the Services.

13.4. We shall have no liability to the Client for any loss arising from any material, data or instructions supplied whether digitally or otherwise by the Client or on its behalf which is

incomplete, inaccurate, illegible, out of sequence or in the wrong form or arising from late arrival or non-arrival or any other fault by the Client or on its behalf.

13.5. We are not responsible for any delay, malfunction, non-performance and/or other degradation of performance of any of the Services caused by or resulting from any alteration, modification and/or amendments due to changes and specifications requested or implemented by the Client whether or not beyond the Services already supplied. We reserve the right to raise additional charges for any work so arising.

13.6. If any Services are or become unavailable, then We will use reasonable endeavours to repair and reinstate the Service within 24 hours of detection depending on the severity of the failure. If failure is caused by the Client or any agent of the Client to whom access to Servers was given, then the Client shall pay all costs to reinstate and/or repair the Server. Where such unavailability is due to the negligent failure of Us to deal with circumstances within Our control and is for more than a total of 24 hours in any 30-day period or for any 6 consecutive hour period then We will at Our discretion either pay to You compensation limited to a refund of the fee paid by You for the unavailable Services or provide You with a credit up to the same amount.

13.7. In no event shall either party nor anyone else who has been involved in the creation, production or supply of the Services be liable to the other party or any other person for any loss in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause thereof by reason of or in connection with the Contract or the Services for any:

13.7.1. economic loss of any kind whatsoever, or

13.7.2. loss of profit, business contracts, revenues, or anticipated savings, or

13.7.3. damage to reputation or goodwill, or (iv) loss resulting from any claim made by any third party, or

13.7.4. special, indirect, or consequential loss or damage of any nature whatsoever, some jurisdictions do not allow the exclusion or limitation of implied warranties or of liability for consequential or incidental damages and therefore the above may not apply to You.

13.8. If We are prevented or delayed in or from performing any of Our obligations under the Conditions or the Contract due to circumstances beyond Our control such as but not limited to governmental acts, war, riots, strikes or trade disputes (including by and with Our own employees), technical failure, general availability of the Internet, power failure, communications failure, weather, flood, fire, or explosion, natural or local emergency We shall not be liable for this.

14. Privacy and Confidentiality

14.1. For quality control purposes your telephone conversations with Our staff may be recorded from time to time. The information You provide to Us will be stored on computer. We are committed to protecting Your privacy. We and any of Our associated companies may use the information You provide Us to provide a more personalised service and to tell You about changes in Our and their service or any new services which we think you will find

valuable. If You object to any of these uses at any time, then please inform Us by writing to Us at the address set out in the "Contact Us" section at the Site. We may also use such information where and to the extent of any requirement to comply with any applicable law, legal process or to enforce any of these Conditions. We will not monitor, edit, or disclose the contents of any private communications transmitted via the servers unless required to do so by law or in the good faith belief that such action is necessary to conform or comply with applicable law, to protect and defend the rights and/or property of Forfront or to protect the personal safety of any of Our clients or the public.

14.2. Subject to paragraphs 15.1 and 15.3, neither party shall disclose at any time during the term of the Contract or for a period of ten (10) years after termination, to any third party any information relating to the other party including information relating to: (a) IPR, software, materials, products, systems, operations, processes, Plans or intentions, product information, know-how and market opportunities; and (b) business, identity and affairs and the business, identity and affairs of its directors, officers, employees, clients and potential clients or personal data relating to clients, suppliers, agents, or subcontractors and the like, which comes into the possession of the other party as a result of or in connection with the performance of the Contract.

14.3. The provisions of paragraph 15.1 shall not apply to any information which (a) is in or enters the public domain other than by a breach of paragraph 15.1; or (b) is in the possession of the receiving party without restriction in relation to disclosure before the date of its receipt in connection with the Contract; or (c) is obtained from a third party who is lawfully authorised to disclose such information and is provided to the receiving party without any obligation of confidentiality; or (d) is authorised in advance for release by the disclosing party.

15. Termination of Contract

15.1. The Contract may be terminated:

15.1.1. immediately by written notice from Us if the Client fails to pay any sums due hereunder within 14 days of their due date.

15.1.2. immediately by written notice by either party to the other if the other commits any material breach of the Contract and which (in the case of a breach capable of being remedied) has not been remedied within a reasonable time period as may be specified in a formal request in writing or by electronic email to remedy the same.

15.1.3. immediately by written notice from Us if the Client commits any material breach of the Contract which may impact the Services or Servers of Forfront or Our ability to provide the Services. For the avoidance of doubt, any spam complaints which result in blocklisting of one or more of Forfront's IP range will be considered as a material breach of contract and no refund of the Charges to the Client will be made. We accept no responsibility or liability to the Client for any direct or indirect loss or damage that may arise under this clause.

15.1.4. immediately by written notice by either party to the other if the other shall convene a meeting with its creditors or if a proposal shall be made for a voluntary arrangement within part 1 of the Insolvency Act 1986 or a proposal for any other composition scheme of arrangement with (or the assignment for the benefit of) its creditors or if the other shall be

unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or if a trustee receiver or administrative receiver or similar officer is appointed in respect of all or any of the business or assets of the other party or if a petition is presented or a meeting is convened for the purpose of considering a resolution or any other steps are taken for the winding up or the making of an administrative order (otherwise than for the purposes of a solvent amalgamation or reconstruction).

15.2. In the event that We are entitled to terminate the Contract for any reason then We shall in the alternative at Our sole discretion be entitled to suspend the Services for such period as We shall determine. Upon termination or expiry of the Contract all amounts payable by the Client to Us for the full duration of the Contract, shall become immediately due and We shall be entitled to immediately cease the provision of the Services.

15.3. The Client is responsible for cancelling all direct debits in favour of Us upon the termination of the Contract.

16. Account Termination

16.1. Upon cancellation by You or expiry of the Contract for the Services, your account with Us will be deactivated and Your database will be removed from Our production Servers. It will be archived and stored safely for a limited time before being securely deleted in line with our data protection policies. For Clients who used a Custom Domain, the domain will be de-registered and will no longer be available.

16.2. If You change Your mind in the future and wish to use Our Services again, you can sign up for a new account or recover Your expired/cancelled account by paying the appropriate fees.

16.3. In the case that You wish to recover Your data, subject to it being available pre deletion, upon payment of a reactivation fee and the subscription fees due from the date You stopped paying till the current date, we can de-archive and restore Your database. Please be advised that Your Sending Domain may not be available to use again, and it will be subject to availability from the domain registrar as well as a setup fee.

17. Foreign Countries and English Jurisdiction

17.1. The Site may contain references or cross references to services that are not available in every country. We do not represent that all Services and content, materials and services on the Site are appropriate or available for use in all geographic locations and accessing such from certain locations may be illegal and prohibited. Your access to the content, materials, and services on the Site from such locations is at Your own initiative and We are not responsible for Your compliance with local laws or other applicable laws. You will not access the foregoing if prohibited by law. Any translation of these Conditions into a language other than English is for the convenience of the Client only and it is agreed that the English language version of these Conditions shall be relied on by the parties and shall prevail in the event of any differences.

17.2. Your use of the Site and the Contract will be governed by, and construed in accordance with, English Law and will be deemed to have occurred and be made in England. Any disputes arising out of or in connection with the Contract or any aspect of the

Site will be exclusively resolved in the courts of England and Wales which shall have exclusive jurisdiction.

18. Assignment

18.1. The Client shall not share, re-sell or attempt to share or re-sell the Services, transfer, or attempt to assign or transfer the Contract or permit any third party to use and/or access any of the Services for any purpose, without Our prior written consent.

18.2. We may at any time assign, transfer, charge, sub-contract, or deal in any other matter with all or any of its rights or obligations under the Contract.

19. General

19.1. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19.2. Any notice or other communication to be given by a party under the Contract must be in writing and must be given by delivery at or sending by first class post or by email or facsimile transmission to the last known postal, email address or relevant telecommunications number of the other party. A Notice shall be deemed to have been received when in the ordinary course of the means of transmission it would be received by the addressee. To prove the giving of a notice it shall be sufficient to show it was despatched. A notice shall take effect from the sooner of its actual or deemed receipt by the addressee.

19.3. Any termination of this Agreement shall be without prejudice to any other rights or remedies which a party may be entitled to hereunder or at law and shall not affect any previous rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into continue in force upon or after such termination.

19.4. If any provision or part-provision of the Contract is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

19.5. Nothing in the Contract is intended to, or shall operate to, create a partnership, or joint venture between the parties, or to authorise any party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

19.6. Each of the parties acknowledges and agrees that, in entering into the Contract it does not rely on any undertaking, promise, assurance, statement, representation, warranty or

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understanding (whether in writing or not) of any person (whether party to the Contract or not) relating to the subject matter of the Contract, other than as expressly set out in the Contract.

19.7. We may transfer Our rights and obligations under these Conditions to another organisation, and We will always notify You in writing if this happens, but this will not affect Your rights or Our obligations under these Conditions.

19.8. These Conditions are between You and Us. A person who is not a party to these Conditions shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Conditions.

19.9. Each of the clauses and paragraphs of these Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

APPENDIX 1 - e-shot™ Annual Plan

I. DEFINITIONS

- a. "In-Term Charge" means the annual fee charge for the term of the Contract.

II. DESCRIPTION OF PLAN

- a. The e-shot™ Annual Plan is an annual subscription plan which is defined by the number of subscribers (Your contact list) allowance and a monthly send limit.

III. TERM

- a. Annual - The minimum period for the provision of the Services is 12 months from the date the Services are first made available to the Client (the 'Initial Term'). The contract shall continue thereafter for another term of 12 months (being a 'Renewed Term') unless a written termination notice was served a minimum of one month prior to the expiry date.
- b. At any time during the Term, either party can serve a written notice on the other party terminating the Contract for the Service at the end of the Term. For the avoidance of doubt, any payment made prior to or during the Term will not be refundable to the Client.

IV. PAYMENT

- a. This Plan must be paid annually in advance.

V. PAYMENT METHOD

- a. Payments can be made by Direct Debit, Continuous Card Authority, Bank Transfer (BACS), Corporate Credit Card or Debit card. Payment by Corporate Credit Card may incur a surcharge.

VI. UPGRADE and MID-TERM CHANGES to PLAN

- a. Any variation of the Contract will automatically extend the Contract for a further 12 months from the date of variation and the new annual fee, minus the pro-rated amount pre-paid at the outset of the contract.

APPENDIX 2 – e-shot™ Annual Plan (paid monthly)

I. DEFINITIONS

- a. "In-Term Charge" means the annual fee charge for the term of the Contract.

II. DESCRIPTION OF PLAN

- a. The e-shot™ Annual Plan is an annual subscription plan which is defined by the number of subscribers (Your contact list) allowance and a monthly send limit.

III. TERM

- a. Annual - The minimum period for the provision of the Services is 12 months from the date the Services are first made available to the Client (the 'Initial Term'). The contract shall continue thereafter for another term of 12 months (being a 'Renewed Term') unless a written termination notice was served a minimum of one month prior to the expiry date.
- b. At any time during the Term, either party can serve a written notice on the other party terminating the Contract for the Service at the end of the Term. For the avoidance of doubt, any payment made prior to or during the Term will not be refundable to the Client.

IV. PAYMENT

- a. This Plan must be paid monthly in advance.
- b. Failure to pay by the due date may result in termination of the Contract. Upon termination or expiry of the Contract all amounts payable by the Client to Us to the end of the Term shall become immediately due.

V. PAYMENT METHOD

- a. Payments can be made by Direct Debit or Continuous Card Authority. Payment by Corporate Credit Card may incur a surcharge.

VI. UPGRADE and MID-TERM CHANGES to PLAN

- a. Any variation of the Contract will automatically extend the Contract for a further 12 months from the date of variation and the new annual fee, minus the pro-rated amount pre-paid at the outset of the contract.

APPENDIX 3 – e-shot™ One Month Rolling Plan

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I. DEFINITIONS

- a. "In-Term Charge" means the monthly fee charge during the term of the Contract.

II. DESCRIPTION OF PLAN

- a. The e-shot™ One Month Rolling Plan is a monthly subscription plan which is defined by the number of subscribers (Your contact list) allowance and a monthly send limit.

III. TERM

- a. One Month Rolling Plan – The minimum period for the provision of the Services is one month from the date the Services are first made available to the Client (the 'Initial Month Term') and shall continue thereafter for further monthly periods (each being a 'Renewed Month Term') unless and until either party serves at least one month's written notice of termination on the other party prior to the expiry of the Renewed Month Term, such notice to expire at the end of the following Renewed Month Term.
- b. At any time during the Initial Month Term, either party can serve a written notice on the other party terminating the Contract for the Service at the end of the Initial Month Term. For the avoidance of doubt, any payment made prior to or during the Initial Month Term will not be refundable to the Client.

IV. PAYMENT

- a. In respect of the One Month Rolling Plan, payment is due monthly in advance.

V. PAYMENT METHOD

- a. Payments can be made by Direct Debit or Continuous Card Authority. Payment by Corporate Credit Card may incur a surcharge.

APPENDIX 4 – e-shot™ Hybrid plan (Credits)

I. DEFINITIONS

- a. "In-Term Charge" means the annual or monthly fee charge during the term of the Contract.

II. DESCRIPTION OF PLAN

- a. The e-shot™ Hybrid Plan is an annual subscription plan which is defined by the number of subscribers (Your contact list) allowance and the number of credits You purchase.

III. TERM

- a. Annual - The minimum period for the provision of the Services is 12 months from the date the Services are first made available to the Client (the 'Initial Term'). The contract shall continue thereafter for another term of 12 months (being a 'Renewed Term') unless a written termination notice was served a minimum of one month prior to the expiry date.
- b. At any time during the Term, either party can serve a written notice on the other party terminating the Contract for the Service at the end of the Term. For the avoidance of doubt, any payment made prior to or during the Term will not be refundable to the Client.
- c. All credits available at Your account will automatically expire unless the monthly rolling fee is paid as per payment terms.

IV. PAYMENT

- a. This Plan must be paid annually in advance.
- b. Credits can be purchased at any time.

V. PAYMENT

- a. Payments can be made by Direct Debit, Continuous Card Authority, Bank Transfer (BACS), Corporate Credit Card or Debit card. Payment by Corporate Credit Card may incur a surcharge.

VI. UPGRADE and MID-TERM CHANGES to PLAN

- a. Any variation of the Contract will automatically extend the Contract for a further 12 months from the date of variation and the new annual fee, minus the pro-rated amount pre-paid at the outset of the contract, must be paid in advance by BACS, Cheque, Corporate Credit Card or Debit card. Payment by Corporate Credit Card may incur a surcharge.

APPENDIX 5 - Definitions of terms and services:

e-shot™ versions – e-shot email, e-shot auto and e-shot ultimate.

Contacts - The unique contact records, sometimes referred to as subscribers, you can hold in your account. Contacts can have several identifying fields such as first name last name, etc. but each contact must have a valid email address which is unique. A contact can be a member of more than one group but will always be counted as one.

Container size - Contacts Limit - The limit of the number of unique Contacts in your account, sometimes referred to as Subscribers.

Monthly send limit - The limit on the number of emails You can send that is included in your monthly allowance. The emails You send up to your monthly allowance have been included in the fixed monthly cost outlined within your Quote, any emails sent in addition to

this number will be charged separately at the end of the month at the rate of £0.01 per email. e-shot™ credits – pre-purchased credits You buy; one credit for each email You send.

VESC - Virtual e-shot™ Sending Client – is a custom domain which is used uniquely for your company. We recommend using a domain name very similar to your main domain name which will instantly be associated with the name of your company, e.g., if your company and domain name is company.com We recommend using something like company-mail.com. Using this method ensures brand recognition, brand awareness and consistency in your message throughout all your communications

Sending Domain or Custom Domain – used in VESC, it is the URL referenced within your mailings. It is used in the tracking URL for your monitored links, the link for your included imagery and the links for opt-out, 'forward to friend' and 'view in a web browser'. It is also used for the 'from address' and email server authentication in the DKIM and SPF records (part of the anti-spam strategy). This enhanced Service offers the registration of your own preferred Domain Name to be used ONLY for your campaigns.

VSG – Virtual Sending Group - is a range of IP addresses that makes up a virtual mail server. When emails are being sent to external mail servers, especially the major ISPs (Yahoo, Gmail, Outlook), they check the 'reputation' of the sending server by looking up the server's IP address. VSG uses an IP pool to segregate email traffic for better deliverability. Can be shared or dedicated.

Dedicated IP - Additional IP address to be added to your VSG.

Branded Profile - customised web pages, branded to You based on your corporate identity and your logo for your subscription page, 'manage profile' and 'forward to friend' pages. It also enables these pages to include a choice of newsgroups for your subscribers to choose. e.g., Couples' holidays, Singles Holidays, etc.

Additional data fields (Custom fields) - every account includes 7 data fields as standard: Email address, Salutation, First name, Last name, Company, Telephone and URN (Unique Reference Number). However, we can increase the number of data fields available to You which can be used to customise your messages or reports. e.g., Gender, Post Code, etc.

Survey system - a collection of web pages designed to enable customised customer surveys and is integrated to the client's e-shot™ account which means that an email message can be sent to invite subscribers to take part in the survey where their actions are automatically recorded to their transaction records.

Events system - a collection of web pages designed to enable event registration pages which are integrated to the client's e-shot™ account. This means that an email message can be sent to invite subscribers to an event and their actions are automatically recorded to their transaction records.

Landing Page system - one or more web pages designed to capture all the responders to a campaign by directing them to one specific URL which will normally relate to a special offer campaign. The page is integrated to the client's e-shot™ account which means that an email message can be sent to invite subscribers to benefit from a special offer where their actions are automatically recorded to their transaction records.



Newsletter system - a collection of web pages which automatically store the e-shot™ campaigns and create a newsletter archive mini site.

API - Application Programming Interface - a set of functions and procedures that allow the creation of applications which access the features or data of an operating system, application, or other service. e-shot™ included a free to use API limited by fair usage policy. See APPENDIX 5 - Acceptable Use Policy.

General Definitions:

URL - A Uniform Resource Locator, also known as web address e.g.,
<http://www.example.com/path/to/name>

IP - Internet Protocol

MTA – Mail transfer Agent

DKIM – Domain Keys Identified Mail is a method for associating a domain name to an email for the purpose of authenticating who has the authority to send mail on behalf of a specific domain.

SPF - Sender Policy Framework, is an e-mail validation system designed to prevent e-mail spam by allowing administrators to specify which IP or hosts are allowed to send mail from a given domain.

DMARC – Domain-based Message Authentication - Reporting & Conformance is a technical specification created by a group of organisations that want to help reduce the potential for email-based abuse by solving a couple of long-standing operational, deployment, and reporting issues related to email authentication protocols. A DMARC policy allows a sender to indicate that their emails are protected by SPF and/or DKIM and tells a receiver what to do if neither of those authentication methods passes, such as junk or reject the message. DMARC removes guesswork from the receiver's handling of these failed messages, limiting or eliminating the user's exposure to potentially fraudulent and harmful messages. DMARC also provides a way for the email receiver to report back to the sender about messages that pass and/or fail DMARC evaluation.

SPAM Traps – email addresses created by Anti-SPAM organisations or old inboxes that ISPs reactivate specifically to trap spammers. These addresses have never been registered to receive email, therefore any mail that lands in the trap inbox is labelled as SPAM. Anti-SPAM organisations deliberately 'plant' SPAM trap email addresses on website; these addresses can only find their way to a contact list by Web scraping or web harvesting which means that there can be no lawful basis for sending emails to this address, not even Legitimate Interest!

The most severe of SPAM traps is Spamhaus trap!

APPENDIX 6 – GDPR at a glance:

Lawful basis for processing mail:

Consent

- The GDPR sets a high standard for consent. But you often will not need consent. If consent is difficult, look for a different lawful basis. Consent means offering individuals real choice and control. Genuine consent should put individuals in charge, build trust and engagement, and enhance your reputation.

- Check your consent practices and your existing consents. Refresh your consents if they do not meet the GDPR standard.
- Consent requires a positive opt-in. Do not use pre-ticked boxes or any other method of default consent.
- Explicit consent requires a very clear and specific statement of consent.
- Keep your consent requests separate from other terms and conditions.
- Be specific and 'granular' so that you get separate consent for separate things. Vague or blanket consent is not enough.
- Be clear and concise.
- Name any third-party controllers who will rely on the consent.
- Make it easy for people to withdraw consent and tell them how.
- Keep evidence of consent – who, when, how, and what you told people.
- Keep consent under review and refresh it if anything changes.
- Avoid making consent to processing a precondition of a service.
- Public authorities and employers will need to take extra care to show that consent is freely given and should avoid over-reliance on consent.

Legitimate interests

- Legitimate interest is the most flexible lawful basis for processing, but you cannot assume it will always be the most appropriate.
- It is likely to be most appropriate where you use people's data in ways they would reasonably expect and which have a minimal privacy impact, or where there is a compelling justification for the processing.
- If you choose to rely on legitimate interests, you are taking on extra responsibility for considering and protecting people's rights and interests.
- Public authorities can only rely on legitimate interests if they are processing for a legitimate reason other than performing their tasks as a public authority.
- There are three elements to the legitimate interest basis. It helps to think of this as a three-part test. You need to:
 - identify a legitimate interest.
 - show that the processing is necessary to achieve it; and
 - balance it against the individual's interests, rights, and freedoms.
- The legitimate interests can be your own interests or the interests of third parties. They can include commercial interests, individual interests, or broader societal benefits.
- The processing must be necessary. If you can reasonably achieve the same result in another less intrusive way, legitimate interests will not apply.
- You must balance your interests against the individual's. If they would not reasonably expect the processing, or if it would cause unjustified harm, their interests are likely to override your legitimate interests.
- Keep a record of your legitimate interest assessment (LIA) to help you demonstrate compliance if required.
- You must include details of your legitimate interests in your privacy information

APPENDIX 7 - Acceptable Use Policy (AUP):

The acceptable use policy specifies the activities and behaviour acceptable by the users of Forfront products and services and e-shot™ products and services. We will always act reasonably and are not obligated to terminate the Services if you are in breach of the AUP.

AUP for Deliverability:

Over a period of one calendar month:

- Bounce Rate should not be higher than five percent (5%)
- Display Rate should not be lower than eight percent (8%)
- Complaints should not be higher than tenth of a percent (0.1%)

Bounce Rate means: A message that is returned to the sender because it was not deliverable for whatever reason. Number of bounced emails out of the total of number sent.

Display Rate means: Where an email view/display was registered. e-shot™ registers view/display/open when an image is downloaded or a link in the email is clicked.

Complaints means: Complaints are the single most damaging factor to your sender reputation. Complaints are one of the main contributors to identify a sender as a spammer which will dramatically reduce deliverability. Complaints will affect the Sending IP (VSG) and the Sending Domain (VESC).

AUP for the use of API:

API means: Application Programming Interface - a set of functions and procedures that allow the creation of applications which access the features or data of an application, or other service.

Depending on your e-shot™ package, the API may be available to you as part of your annual subscription. You are however bound by our AUP to a maximum of 2,000 calls per hour. Should you exceed this limit, we will contact you to make you aware and enable you to reduce the calls. Should you continue to exceed the AUP limit We will charge a set fee of £50.00 plus £10.00 per 1,000 calls over the 2,000 per hour (in blocks of 1,000). Charges will be invoiced at the beginning of the month for the previous month.

Clients may request a report of their API call usage at the beginning of the month for the previous month.

AUP for Deleting Contacts:

Deleting contacts will permanently remove all their personal information from your database. This action cannot be undone.

You should delete contacts when they exercise their 'right to erasure' also known as the 'right to be forgotten' Under Article 17 of the UK GDPR.

You should NOT delete contacts that you have sent an email campaign to, or text for at least 30 days since the send date. This is to ensure that the recipient can interact with your campaign or opt out / unsubscribe.

You must offer your recipients the option to opt out / unsubscribe from your marketing communication and by deleting their record too soon you may be in breach of this policy as well as in a breach of PECR and GDPR.