



Cabinet Office

1 Horse Guards  
Road  
London  
SW1A 2HQ

**Business Funding  
Research Limited (t/a  
Beauhurst),**

45a Station Road,  
Willington, Bedford,  
Beds, MK44 3QL

Attn: **REDACTED TEXT under FOIA Section 40, Personal Information**  
By email to: **REDACTED TEXT under FOIA Section 40, Personal Information.**  
From: **REDACTED TEXT under FOIA Section 40, Personal Information.**

Dear Sirs/Madams,

Date: 07/11/2022  
Our ref: GEOSF01

**Supply of Cabinet Office's (Government Equalities Office) access to Beauhurst platform**

Following your proposal for the supply of **access to Beauhurst platform** to Cabinet Office for 1 year, which will include **REDACTED TEXT under FOIA Section 43, Commercial Interests**, we are pleased to confirm our intention to award this contract to you.

The attached contract details ("**Order Form**"), contract conditions and the Annexes set out the terms of the contract between *Cabinet Office* and *Business Funding Research Limited* for the provision of the deliverables set out in the Order Form.

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the deliverables. Please confirm your acceptance of the Conditions by signing and returning the Order Form to **REDACTED TEXT under FOIA Section 40, Personal Information** at the above address within **5 days** from the date of this Order Form. No other form of acknowledgement will be accepted. Please remember to include the reference number above in any future communications relating to this contract.

We will then arrange for the Order Form to be countersigned which will create a binding contract between us.

Yours faithfully,  
**REDACTED TEXT under FOIA Section 40, Personal Information**

## Order Form

<b>1. Contract Reference</b>	GEOSF01
<b>2. Date</b>	07/11/2022
<b>3. Buyer</b>	Cabinet Office 1 Horse Guards Road London SW1A 2HQ
<b>4. Supplier</b>	Business Funding Research  Limited  45a Station Road, Willington,  Bedford, Beds, MK44 3QL  Registration number - 08818278
<b>5. The Contract</b>  (together these documents form " <b>The Contract</b> ")	<p>The following documents are incorporated into the Contract. If there is any conflict, the following order of precedence applies:</p> <ul style="list-style-type: none"><li>a) This Order Form including the contract conditions at Annex 1 ("<b>Schedule 1 –Authorised Processing Template</b>") and Annex 4 ("<b>Conditions</b>");</li><li>b) The Beauhurst Subscription Order in Annex 3</li></ul> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in the Conditions.</p>

<b>6. Deliverables</b>	<b>Goods</b>	None
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	<b>Services</b>	<p>Access to Beauhurst Platform. Full description can be found in Annex 2.</p> <p>To be performed at Buyer's premises</p>
<b>7. Specification</b>	The specification of the Deliverables is as set out in Annex 2.	
<b>8. Term</b>	<p>The Term shall commence on 26 October 2022</p> <p>and the Expiry Date shall be 26 October 2023 unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract.</p> <p>The Buyer may extend the Contract for a period of up to 12 months or 6 months, by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Contract shall apply throughout any such extended period.</p>	
<b>9. Charges</b>	<p>The charge for the first year is £15,400 + VAT, with the option of either a further year subscription at the cost of <b>REDACTED TEXT under FOIA Section 43, Commercial Interests</b> or a six month extension at a cost of <b>REDACTED TEXT under FOIA Section 43, Commercial Interests</b>.</p>	

<b>10. Payment</b>	<p>All invoices must be sent, quoting a valid purchase order number (PO Number), to:</p> <p>[REDACTED]</p> <p>Within <b>10</b> Working Days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to</p> <p><b>Email Address:</b> [REDACTED]</p> <p>or by post at [REDACTED]</p>
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**ALL REDACTED TEXT under FOIA Section 40, Personal Information.**

<b>11. Buyer Authorised Representative( s )</b>	<p>For general liaison your contact will continue to be</p> <p>[REDACTED]</p> <p>[REDACTED] or, in their absence, <b>ALL REDACTED TEXT under FOIA Section 40, Personal Information.</b></p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<b>12. Address for notices</b>	<p><b>Buyer:</b></p> <p>[REDACTED]</p> <p><b>ALL REDACTED TEXT under FOIA Section 40, Personal Information.</b></p> <p>Attention: [REDACTED]</p> <p>Email: [REDACTED]</p> <p><b>Supplier:</b></p> <p>[REDACTED]</p> <p>Attention: [REDACTED]</p> <p>Email: [REDACTED]</p>

<b>13. Key Personnel</b>	<p><b>Buyer:</b> ALL REDACTED TEXT under FOIA Section 40, Personal Information.</p> <p>[REDACTED]</p> <p>Attention: [REDACTED]</p> <p>Email: [REDACTED]</p> <p><b>Supplier:</b></p> <p>[REDACTED]</p> <p>Attention: [REDACTED]</p> <p>Email: [REDACTED]</p>
<b>14. Procedures and Policies</b>	<p>The Buyer may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check.</p> <p>The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (each such conviction a "<b>Relevant Conviction</b>"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables. Relevant convictions mean any previous or pending prosecution, conviction or caution (excluding any spent conviction under the Rehabilitation of Offenders Act 1974) relating to offences involving dishonesty, terrorism, immigration, firearms, fraud, forgery, tax evasion, offences against people (including sexual offences), driving offences, offences against property, drugs, alcohol, public order offences or any other offences relevant to Services as the Buyer may specify</p>

<p><b>15. Liability Caps and Instances Where They Apply</b></p>	<p>Each Party hereby agrees to indemnify the other party in relation to any claim, expense, liability, damages, costs and / or other losses (including legal fees) arising from any breach by the party up to:</p> <p><b><u>A maximum of £5m:</u></b></p> <p>Any Misuse of the Beauhurst Data as a result of or in connection with use of the Beauhurst Platform</p> <p>See '<i>Misuse</i>' definition in Annex 3 Section 1: Definitions</p> <p><b><u>A maximum of 125% of the Charges paid or payable to the Supplier:</u></b></p> <p>any other breach of this agreement</p> <p>Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including any indemnities.</p>
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ALL REDACTED TEXT under FOIA Section 40, Personal Information.

Signed for and on behalf of the <b>Supplier</b>	Signed for and on behalf of the <b>Buyer</b>
Name: [REDACTED] [REDACTED]	[REDACTED] [REDACTED]
Date: 07 Nov2022	Date: 07 Nov2022
Signature: [REDACTED] [REDACTED]	Signature: [REDACTED] [REDACTED]

## Annex 1 of Schedule 1– Authorised Processing Template

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Buyer at its absolute discretion.

1.1 The contact details of the Buyer's Data Protection Officer are: [REDACTED]

1.2 The contact details of the Supplier's Data Protection Officer are: [REDACTED]

1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.4 Any such further instructions shall be incorporated into this Annex.

**ALL REDACTED TEXT under FOIA Section 40, Personal Information.**

	GEOSF01
<b>Contract:</b>	
<b>Date:</b>	
<b>Description Of Authorised Processing</b>	<b>Detail s</b>
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor.
Duration of the processing	From start to completion of the Contract estimated to be no longer 12 Months (and a further 12 or 6 months if the extension option is taken).
Nature and purposes of the processing	Individual staff GEO email addresses will be used to create accounts to access the Beauhurst data platform. The supplier will be able to see who has logged onto the platform.
Type of Personal Data	GEO staff Cabinet Office email addresses
Categories of Data Subject	Staff

Plan for return and destruction of the data once the Processing is complete	The contractor will destroy all data in line with an agreed schedule (upon the completion of the contract) and legal requirements.
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## Description of service - Beauhurst Limited

### 1. Introduction

- 1.1. The Cabinet Office sits at the centre of government, supporting the Prime Minister and the Cabinet, to ensure effective development, coordination and implementation of policy and operations across all government departments. More information can be found here: <https://www.gov.uk/government/organisations/the-equality-hub>
- 1.2. The Government Equalities Office, part of the Equality Hub, sits within Cabinet Office and has been asked to establish a Task Force on High Growth Female Enterprise. The Task Force will work to understand and tackle the barriers which prevent women starting high growth enterprises whilst also increasing opportunities for them to do so - looking particularly at regions outside of London to understand any regional discrepancies, and better target support. With the robust evidence gained by access to the Beauhurst platform the Task Force will be able to direct support and improve opportunities in the areas that most need it.

### 2. Service

- 2.1. Beauhurst is a UK company database, specialising in high-growth, ambitious private companies and the ecosystem that surrounds them (funders, accelerators, high-growth lists etc.) which enables users to research, monitor and be alerted to key insights within their field of interest - in this case female-founded high-growth enterprises.
- 2.2. We are requesting access to the platform, which will include 5 users accessing the database. Throughout the subscription, Beauhurst also provides account management and training to ensure its customers can get the most out of the platform.
- 2.3. Beauhurst combines a number of data sources to create a platform of curated information on the high-growth ecosystem. The platform allows customers to search for businesses using various criteria, including on locations, sectors, financials, and founders.
4. This would allow us to start answering key questions for the taskforce, including the number of high-growth enterprises, gender and age breakdowns of founders, regional variations and how high growth enterprises are accessing finance.

*Table 1 - Brief overview of the variables that can be explored on the Beauhurst platform.*

**Number of high growth enterprises, and where they are based** Beauhurst has 8 tracking triggers that capture c.35,000 high-growth, ambitious UK companies. This list can further be refined using key criteria e.g. tech companies in London, to build up a picture of how many companies are in a given field/region. It also allows users to visualise where companies are based on an interactive map, with visuals that can be downloaded to feature in internal presentations.

**Female-founded enterprises** Beauhurst Networks feature allows users to search over key individuals' characteristics e.g. show all high-growth companies with a founding team that is at least 50% female.

**Age of founders** The Networks feature allows users to search over the ages of any Directors (which most often includes founders as well) i.e. show female-founders under the age of 30 of e-health companies in Manchester.

**Access to finance** Beauhurst covers information on any successfully awarded InnovateUK

## Annex 3 - SUBSCRIPTION ORDER

This Subscription Order comprises the Subscription Summary below, the Terms and the Data Policy, together with any other documents referred to in any of them.

### Subscription Summary

Subscribing Organisation	Government Equalities Office (Cabinet Office)
Subscribing Organisation Address	6th Floor Sanctuary Buildings 20 Great Smith Street London SW1P 3BT
Subscribing Organisation Contact Details	<b>REDACTED TEXT under FOIA Section 40, Personal Information.</b>
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Subscription Type	<b>REDACTED TEXT under FOIA Section 43, Commercial Interests.</b>
Subscribed Team(s)	N/A
Number of Accounts	<b>REDACTED TEXT under FOIA Section 43, Commercial Interests.</b>
Data Usage Tier	<b>REDACTED TEXT under FOIA Section 43, Commercial Interests.</b>
Export Credits	<b>REDACTED TEXT under FOIA Section 43, Commercial Interests.</b>
Additional Features	<b>REDACTED TEXT under FOIA Section 43, Commercial Interests.</b>
Fee	£15,400 + VAT
Payment Frequency	Annual
Payment Method	Invoice
Period	12 months (up to 24 months if extend)
Start Date	31 October 2022

Special Conditions	<p>The Subscribing Organisation shall be entitled to extend the contract by 6 or 12 months at the end of the first 12 months.</p> <p>The Subscribing Organisation will need to provide one month's written notice prior to the termination date (month 12 of the subscription). if they wish to continue the service and if so whether the twelve or sixth month option will be exercised.</p> <p>The charge for the first year is £15,400 + VAT, with the option of either a further year subscription at the cost of <b>REDACTED TEXT under FOIA Section 43, Commercial Interests</b>. or a six month extension at a cost of. <b>REDACTED TEXT under FOIA Section 43, Commercial Interests</b>.</p>
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## TERMS AND CONDITIONS

This Subscription Order is a legally binding agreement. It governs the relationship between you and us and sets out the terms and conditions on which we provide you with access to, and on which you may use, the Beauhurst Platform.

These Terms apply between you and us and are applicable to all Users. Please read these Terms carefully and make sure that you understand and comply with them.

You may not enter into this Subscription Order if you are a consumer (as defined in Section 2 of the Consumer Rights Act 2015). The Beauhurst Platform shall not under any circumstances be used by, and you shall not permit (directly or indirectly), the Beauhurst Platform to be made available to any consumer.

By signing this Subscription Order, you indicate that:

- you are not a consumer; and
- you have read, understood and agree to be bound by this Subscription Order.

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## 1. DEFINITIONS

In this Subscription Order the following terms have the following meanings:

**Account** means a Beauhurst Platform account through which a single employee at your Subscribing Organisation may access the Beauhurst Platform;

**Additional Features** means any features that are made available to you via the Beauhurst Platform, at your request, as part of your Subscription;

**Beauhurst** means Business Funding Research Limited, trading as Beauhurst;

**Beauhurst Data** means any information acquired through use of the Beauhurst Platform, including, but not limited to, data which is exported, downloaded, read, or screenshotted;

**Beauhurst Platform** means the paid web-based platform constructed, managed and maintained by Beauhurst;

**Business Day** means a day when banks are open for business in the City of London;

**Claim** has the meaning given such term in paragraph 14.4;

**Confidential Information** means this Subscription Order (except for its existence), details of all Subscription Orders and all information which is identified at the time of disclosure by the disclosing party as being confidential information, or which may be reasonably regarded as the confidential information of the disclosing party, including information relating to the business, finances, affairs, products, developments, trade secrets, campaign plans, launch dates, know-how, personnel, customers and suppliers of each party;

**Data Policy** means the data policy, set out at Schedule 1, which explains your right to use Beauhurst Data, which with these Terms, forms part of your Subscription Order;

**Data Usage Tier** means the level of data usage rights that to which we grant you access as part of your Subscription, as detailed in the Data Policy;

**Data User** means a User or any employee of your Subscribing Organisation with whom a User shares Beauhurst Data;

**Event Outside Our Control** has the meaning given such term in paragraph 17.2;

**Expiry Date** has the meaning given such term in paragraph 8.2;

**Export Allowance** is the total number of Export Credits (specified in the Subscription Order) which may be used collectively over the course of a single calendar month by all the Users in your Subscription;

**Export Credit** means a credit used in the downloading of data from the Beauhurst platform. The number of Export Credits

required to download each item of data may vary from time to time.

**Fee(s)** means our total charges for your Subscription during each Period, pursuant to your Subscription Summary;

**Fixed Term Subscription** has the meaning given such term in paragraph 8.1;

**Misuse** means the use of Beauhurst Data in any way which contradicts or breaches Clauses 9 or 11.3, the Data Policy, or any use of the Beauhurst Data in any way which is not expressly permitted under the Data Usage Tier applicable to your Subscription from time to time. This includes, but is not limited to, the sharing of large quantities of Beauhurst Data online or in the public domain, or allowing unauthorised individuals to access the Beauhurst Platform for their own benefit.

**Payment Method** means the way that you will pay your Fees and is outlined in the Subscription Summary. Terms pertaining to the Payment Method can be found in paragraphs 7.4, 7.5, and 8.3;

**Period** has the meaning given such term in: (i) paragraph 7.1 if you have a Rolling Subscription, or (ii) paragraph 8.1 if you have a Fixed Term Subscription;

**Publish** means to publish, share or otherwise make Beauhurst Data available to any persons other than Data Users or Clients to whom you are permitted to make Beauhurst Data available under your applicable Data Usage Tier. For the sake of clarity, this can be in the form of, but is not limited to making Beauhurst Data available in an email, a presentation, a printed or electronic document, or an internet message including but not limited to posting on a blog, social media platform or similar;

**Renewal Date** has the meaning given such term in paragraph 7.2;

**Rolling Subscription** has the meaning given such term in paragraph 7.1;

**Start Date** means the date that your Subscription commences, as outlined on your Subscription Summary. This is when you are granted access to the Beauhurst Platform;

**Subscribing Organisation** means you, the business entering into this Subscription Order, as detailed in the Subscription Summary;

**Subscribed Team(s)** or **Team(s)** means any and all team(s) within your organisation that are identified in the Subscription Summary;

**Subscription** means your subscription to use the Beauhurst Platform, as dictated by the conditions in your Subscription Order;

**Subscription Order** means the Subscription Summary, these Terms, and the Data Policy, together with any other documents referred to in any of them under which you are granted a Subscription;

**Subscription Summary** is part of the Subscription Order and comprises the name of the Subscribing Organisation, the Subscription Type, the Fee, the Payment Method, the Payment Frequency, the Period, the Export Allowance, the number of Accounts, and any other conditions upon which we grant a Subscription to you;

**Subscription Type** means the kind of Subscription that you are signing up to – either Rolling Subscription or Fixed Term Subscription – and is detailed in the Subscription Summary;

**Special Conditions** mean any additional conditions included in the Subscription Summary;

**Terms** means these terms and conditions;



**User** means any individual employee of your Subscribing Organisation who holds an Account;

**we, us, our** means or refers to Beauhurst;

**Web Site** means beauhurst.com;

**you or your** refers to the Subscribing Organisation.

**2.** Information about Us

- 2.1. We operate the website [www.beauhurst.com](http://www.beauhurst.com) and associated domains. We are Business Funding Research Ltd, a company registered in England and Wales under company number 07312969 and with our registered office at 45a Station Road, Willington, Bedford, Beds, MK44 3QL.
- 2.2. Contacting Us. You or your Users may contact us by telephoning our account management team at 020 7062 0060 or by emailing us at [am@beauhurst.com](mailto:am@beauhurst.com). If you wish to give us formal notice of any matter in accordance with these Terms, please do so in accordance with paragraph 18.2.

**3.** This is a Binding Agreement

- 3.1. The Subscription Order, of which these Terms form part, constitutes the entire agreement between you and us in relation to your Subscription, and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.
- 3.2. You acknowledge that in entering into a Subscription Order you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Subscription Order or any document expressly referred to in them.
- 3.3. You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement made by you or us to the other.
- 3.4. Any and all Special Conditions set out in the Subscription Summary are subject to and governed by the provisions of this Subscription Order and any other documents provided in relation to such Special Conditions.

**4.** Our Right to Vary these Terms

- 4.1. We may vary these Terms and / or the Data Policy from time to time by written notice to you. The Terms and / or the Data Policy as varied will come into effect and supersede any and all other terms previously provided 14 days after such notice and all references in this Subscription Order to the Terms and / or the Data Policy shall be deemed to be to the Terms and / or the Data Policy as varied. If you do not wish to accept the varied Terms or the Data Policy, you may cancel your subscription at any point during the 14 day period prior to which they are due to come into effect.
- 4.2. Subject at all times to our right to vary the Terms and / or the Data Policy as described above, the Fee, Period, Payment Frequency, number of Accounts, Features, Export Allowance, Data Usage Rights, Special Conditions, together with any other terms or conditions set out in this Subscription Order may be varied at any time by mutual consent in writing but not otherwise.

**5.** Payment Terms

- 5.1. The Fee for your Subscription is as set out in the Subscription Summary.
- 5.2. The Fee for your Subscription is exclusive of VAT or other similar sales taxes. For customers based in the UK, VAT will be chargeable at the current rate applicable in the UK for the time being. However, if the rate of VAT changes in the course of your Subscription, we will adjust the rate of VAT you pay in time for your next payment, unless you have already paid for your Subscription in full before the change in VAT takes effect.
- 5.3. We reserve the right to change the Fee from time to time; for example, as a result of (i) our annual Fee review and/or (ii) to reflect the cost of additional data or features on the Beauhurst Platform. You will be given an appropriate notice period and retain the right to terminate in accordance with paragraph 7.7.
- 5.4. You will pay the Fee in accordance with the Payment Frequency specified in the Subscription Summary. For example, if you have a Fixed Term Subscription, the Period is 12 months, the Fee is £120,000 and the Payment Frequency is monthly, you must pay us £10,000 per month during the Period.

- 5.5. You may not pause your Subscription and we do not grant payment holidays.
- 6. Late Payments**
- 6.1. Any payments that are overdue will be liable to a charge of 8% interest per annum above the then-prevailing Bank of England base rate.
- 6.2. We reserve the right to suspend any Subscription and block access to the Beauhurst Platform until all payments are up to date. Please note that this does not relieve you of any contractual obligations and you remain liable for any overdue and ongoing payments.
- 7. Subscription Types – Rolling Subscription**
- 7.1. If you have selected a “Rolling Subscription”, your Subscription will automatically renew after the period of time specified as the Period in the Subscription Summary.
- 7.2. Each date on which a Rolling Subscription renews is a “Renewal Date”. Each subsequent Renewal Date can be found by taking the previous Renewal Date and adding the Period. For example, a Rolling Subscription where the Period was set as “one month” and the Start Date was 2<sup>nd</sup> August would automatically renew on the 2<sup>nd</sup> of each calendar month.
- 7.3. Unless otherwise specified, your Subscription will automatically renew on the Renewal Date until terminated in accordance with paragraph 7.7.
- 7.4. The Payment Method for a Rolling Subscription can be Direct Debit or by bank transfer. If you choose to pay by Direct Debit,
- (a) The Direct Debit mandate must be signed and returned within seven days of your Start Date. Failure to return the form will result in suspension of your Subscription. You will still be liable for the full ongoing cost of the Subscription plus any overdue fees per paragraph 6.1;
  - (b) We will notify you which day of each month payment will be taken on; and
  - (c) Your receipt for that payment will be sent out by email within approximately 3 Business Days.
- 7.5. If you choose to pay by bank transfer,
- (a) You will be invoiced at the start of each Period; and
  - (b) Payment is due within 7 days of the invoice date.
- 7.6. All payments must be made into the following account: **REDACTED TEXT under FOIA Section 40, Personal Information.**
- 1. Account Name: [REDACTED]
  - 2. [REDACTED]
  - 3. [REDACTED]
4. If you are contacted by anyone asking that you make payments into a different account, you must call us on [REDACTED] and speak with one of our finance team to confirm the change prior to making any payments into such account. You are responsible for ensuring that all payments are paid to our correct account. If you fail to comply with these requirements and make any payment into any account that is not ours, we will seek and you will be obliged to pay all outstanding sums that are due to us.
- 7.7. If you would like to terminate a Rolling Subscription, you must let us know in writing at least 5 Business Days before your next Renewal Date. Failure to do so will result in your Rolling Subscription being renewed for the coming Period, for which you will be billed accordingly.
- 8. Subscription Types – Fixed Term Subscription**
- 8.1. If you have selected a “Fixed Term Subscription”, your Subscription will run from the Start Date for the duration of the Period specified in the Subscription Summary, at which point it will automatically expire (the “Expiry Date”) unless we have agreed to extend your Subscription. After this date you will no longer be able to use the Beauhurst Platform unless you have extended your Subscription or we enter into a new Subscription Order with you. You may only extend your Subscription by prior written agreement with us.
- 8.2. The Payment Method for a Fixed Term Subscription will be by bank transfer.
- 8.3. You will be invoiced in full (unless otherwise agreed in writing) upon signing the Subscription Order and upon each extension, if applicable. Payment is due within 30 days of the invoice date.

**9. Accounts & Access**

- 9.1. You are ultimately responsible for the actions of all your Data Users and ensuring that they comply fully with your Subscription Order. If any Data User is in breach, Beauhurst reserves the right to terminate your Subscription and/or their access to the Beauhurst Platform, and initiate any other action, legal or otherwise, it deems appropriate to protect its interests and safeguard the Beauhurst Platform.
- 9.2. You must keep and ensure that your Users keep all Account information secure and confidential. Users are forbidden from giving anyone else (including a Team member) access to their Account. We reserve the right to monitor Account usage to prevent this.
- 9.3. You may request (but we are not obliged) to provide you with additional Accounts whenever you wish. Please ask your account manager if you wish to do this. We reserve the right to charge for the provision of additional Accounts.
- 9.4. Should you wish to transfer an existing Account to a new User (for example if someone leaves the Subscribing Organisation), please contact your account manager directly.
- 9.5. Accounts are reserved for employees of the Subscribing Organisation only.
- 9.6. Each Account must be under a single named individual's Subscribing Organisation's email address. Email addresses that are accessed by multiple people may not be used (for example operations@xzy.com).
- 9.7. To the extent that the Subscription Summary identifies any Subscribed Teams, only Users within those Teams may access and use the Beauhurst Platform and Beauhurst Data, and they may not grant or share access to the Beauhurst Platform and / or Beauhurst Data or make them available to any other person within your Subscribing Organisation.
- 9.8. You and your Users are strictly forbidden from granting or sharing access to the Beauhurst Platform except as expressly permitted in this Subscription Order. If you would like to grant access to a third party (for example in the case of a consultancy working for you) or other person who would otherwise be prohibited under this Subscription Order from having such access, you may ask us for permission, which we reserve the right to grant or deny in our sole discretion. No such person may obtain such access unless and until we have entered into a written agreement with you governing such access.
- 9.9. If you or any of your Users suspect that an Account has been compromised, or that Account details, data or any other information has been accessed or shared in breach of your Subscription Order, you must contact us in writing immediately and inform us of the relevant facts, and take all steps requested by us to remedy the situation.
- 9.10. We reserve the right to terminate or suspend an Account, multiple Accounts, or your Subscription and block access to the Beauhurst Platform with immediate effect if we decide (in our sole discretion) that you or any of your Users have failed to comply with any of the provisions of your Subscription Order. Should this be the case, you and your Users must continue to comply fully with the Subscription Order with respect to any permitted continuing access to the Beauhurst Platform and / or any Beauhurst Data still in your possession or the possession of any User.
- 9.11. For the avoidance of doubt, only human beings are permitted to be Users. Except in the case of Beauhurst API usage, programmatic or automated access to or use of the Beauhurst Platform is strictly prohibited. This includes, but is not limited to, any application of scraping software.
- 9.12. You and your Data Users may access and use the Beauhurst Platform and/or the Beauhurst Data strictly in accordance with this Subscription Order only and for no other purposes. No other rights are granted to you or your Data Users and any other use without our explicit prior written approval constitutes a breach of this Subscription Order.

**10. Additional Features**

- 10.1. Any Additional Features are included in your Subscription in our sole discretion.
- 10.2. There may be a charge for these Additional Features.
- 10.3. You may not remove any Additional Features during the course of your Subscription.
- 10.4. You acknowledge and understand that if you make any feature requests, suggestions, proposals, recommendations or other comments in respect of the Beauhurst Platform, including any features which we agree to provide as Additional Features ("Feature Suggestions"), you will not own or have any rights to or in respect of such Feature Suggestions and you hereby irrevocably assign with full title guarantee any and all such rights, including all relevant intellectual property rights (including in respect of copyright by way of present assignment of future rights), in or relating to such Feature Suggestions, to Beauhurst.

**11. Data Policy**

- 11.1. Please refer to our Data Policy which governs your access to and use of Beauhurst Data. We urge you to contact us if you are at all unsure about the limitations placed upon you by such Policy or if you are unsure about any aspect of the Data Policy. The Data Policy forms a part of this Subscription Order and you and your Data Users must comply with it at all times. Your access and your Users' access to the Beauhurst Platform is conditional upon such compliance.
- 11.2. You may not systematically access, download, copy, store, Publish, or share Beauhurst Data with a view to creating or compiling any form of comprehensive collection, compilation, directory or database or any product or service that is directly or indirectly competitive with any product or service of ours, including, for the avoidance of doubt, in relation to putting any Beauhurst Data into any CRM application. In addition, you may not encourage or facilitate any other party to do the same.
- 11.3. Upon termination or expiry of your Subscription Order, howsoever caused,
  - (a) You and your Data Users no longer have any right to use Beauhurst Data; and
  - (b) You must also delete and ensure that every Data User deletes any and all Beauhurst Data that obtained from Beauhurst through whatever means (except in the case of data that has been Published in accordance with the Data Policy) only except where Beauhurst Data must be retained for audit purposes
- 11.4. If a Data User ceases to be an employee of the Subscribing Organisation, you must ensure that they are no longer able to, and do not, access the Beauhurst Platform and / or any Beauhurst Data.
- 11.5. Liability arising out of any Misuse of the Beauhurst Data as a result of or in connection with your use of the Beauhurst Platform shall be capped at £5m. Liability arising out of any other breach of this agreement shall be capped at 125% of Fees. Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including any indemnities.
- 11.6. Subject to 11.5, you hereby agree to indemnify us in relation to any claim, expense, liability, damages, costs and / or other losses (including legal fees) incurred by us and arising from any breach by you or your Data Users of the Subscription Order. This shall be without prejudice to any other action Beauhurst may be entitled to take against you in the event of a breach. You will still be liable for any outstanding Fees.
- 11.7. Subject to 11.5, and without prejudice to any other provision of this Subscription Order, you acknowledge and agree that any threatened or actual breach by you of this paragraph 11 and / or the Data Policy would be a material breach of this Subscription Order and could cause irreparable injury or harm to us for which monetary damages would be an inadequate remedy. In such case, without prejudice to any other legal or equitable remedies available to us, you agree that we may seek specific performance or other equitable (including injunctive) relief in respect of such threatened or actual breach, without the necessity of proving actual damages and without the necessity of posting any security, whether to stop any breach or avoid any future breach.
- 12. Exports**
  - 12.1. Subject to any conditions detailed in your Subscription Order, you may be given an Export Allowance.
  - 12.2. The Export Allowance detailed in your Subscription Summary is your total allowance for each calendar month and applies across the whole of the Subscription, not to individual Accounts.
  - 12.3. For the avoidance of doubt, any Beauhurst Data that is exported via the Export Allowance is governed in accordance with the Data Policy.
  - 12.4. The Export Allowance is reset at the beginning of each calendar month. If the Start Date is mid-way through a month, a full Export Allowance for that month will be granted and it will not be on a pro rata basis.
  - 12.5. If you reach the limit of your Export Allowance, you will not be able to use any more Export Credits until the first day of the next calendar month. (Please note that if you wish to request further Export Credits in the meantime, you should contact your account manager directly. We reserve the right to agree or to decline to provide further Export Credits and, where we agree, to charge an additional sum for them.)
  - 12.6. Export Credits have no monetary value and are not transferable.
- 13. Our Liability to You**
  - 13.1. Nothing in these Terms limits or excludes our liability for:

- (a) death or personal injury caused by our negligence;
  - (b) fraud or fraudulent misrepresentation; or
  - (c) any other matters in respect of which liability may not be limited or excluded.
- 13.2. Subject to paragraph 13.1, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with a Subscription Order or otherwise for:
  - (a) any loss of profits, sales, business, or revenue;
  - (b) loss or corruption of data, information or software;
  - (c) loss of business opportunity;
  - (d) loss of anticipated savings;
  - (e) loss of goodwill; or
  - (f) any indirect or consequential loss.
- 13.3. Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to a Subscription Order (or, for the avoidance of doubt, the Beauhurst Platform and the Beauhurst Data). Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that a Subscription is suitable for your purposes.
- 13.4. You are responsible for ensuring that your systems and any and all devices used to access the Beauhurst Platform are virus-free and kept free from any technologically harmful code, content or other material of any kind. Save as otherwise expressly required by law, we will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful code, content or material that may infect your computer equipment, computer programs, data or other proprietary material in connection with your use of our Web Site or to your downloading of any content on it, or on any website linked to it.
- 13.5. We assume no responsibility for the content of websites linked on our Web Site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.
- 14. Third Party Liabilities**
- 14.1. Certain information or other content on the Beauhurst Platform may be made available to us under licence and any intellectual property or other rights in such content may therefore belong to third parties-
- 14.2. Any breach of your Subscription Order may cause us to breach our agreements with these third parties. To the extent that the acts or omissions of you and / or your Data Users make us liable to them, you hereby agree to reimburse us to the full extent of any such liability on an indemnity basis, which you acknowledge and agree may be significant and far exceed the value of your Subscription Order with us.
- 14.3. For the avoidance of doubt, in the event that we determine, in our sole discretion, that you have fully adhered to your Subscription Order and that your actions did not contribute to any third party action, we will indemnify you against any action from such third party suppliers.
- 14.4. Liability under this indemnity is further conditioned on you discharging the following obligations. If any third party makes a claim, or notifies you of an intention to make a claim, against you which may give rise to a liability under the indemnity described in paragraph 14.3 (a Claim), you shall:
  - (a) within 7 days, give written notice of the Claim to us, specifying the nature of the Claim in reasonable detail;
  - (b) not make any admission of liability, agreement or compromise in relation to the Claim without our prior written consent;
  - (c) give us and our professional advisers access at reasonable times (on reasonable prior notice) to your premises and your officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within your power or control, so as to enable us and our professional advisers to examine them and to take copies (at our expense) for the purpose of assessing the Claim; and
  - (d) be deemed to have given to us the sole authority to avoid, dispute, compromise or defend the Claim.

**15. Linking to Our Web Site**

- 15.1. Subject to the following provisions of this paragraph 15, you may link to our Web Site, provided you do so in a way that complies with the law, and does not take a form likely to damage our reputation or otherwise cause confusion in the mind of a reasonable user as to the identity of you versus us.
- 15.2. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 15.3. You must not establish a link to our home page in any website that is not owned by you.
- 15.4. We reserve the right to withdraw linking permission without notice and in the event that we withdraw such permission, you agree to immediately remove all links to our Web Site.
- 16. Privacy & Cookies**
5. We use cookies and other tracking technologies, as described in our [Web Site Privacy Notice](#) and [Cookie Policy](#), as updated by us from time to time. You are responsible for ensuring that you and your Users are familiar with such policies.
- 17. Events Outside Our Control**
- 17.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Subscription Order that is caused by an Event Outside Our Control.
- 17.2. An "Event Outside Our Control" means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.
- 17.3. If an Event Outside Our Control takes place that affects the performance of our obligations under a Subscription Order:
- (a) we will contact you as soon as reasonably possible to notify you; and
  - (b) our obligations under a Subscription Order will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control prevents you from accessing or using the Beauhurst Platform for more than a negligible period, we will arrange for you to be refunded for the affected period.
- 18. Communications Between Us**
- 18.1. When we refer in this Subscription Order to "in writing", this includes email.
- 18.2. Any notice or other communication given by you to us, or by us to you, under or in connection with the Subscription Order shall be in writing and shall be delivered personally, sent by pre-paid first-class post or other next working day delivery service or e-mail.
- (a) A notice or other communication shall be deemed to have been received: if delivered personally, when left at our registered office; if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or if sent by e-mail, on the next Business Day after transmission.
  - (b) In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to [am@beauhurst.com](mailto:am@beauhurst.com).
  - (c) The provisions of this paragraph 18 shall not apply to the service of any proceedings or other documents in any legal action.
- 19. Confidentiality**
- 19.1. Each party undertakes to the other (the "disclosing party") in relation to Confidential Information of the other:
- (a) to keep confidential all Confidential Information;
  - (b) not to disclose Confidential Information without the other's prior written consent to any other person except those of its representatives who have a need to know the Confidential Information; and
  - (c) not to use Confidential Information except for the purposes of performing its obligations under this Subscription Order;
- 19.2. Paragraph 19.1 does not apply to Confidential Information to the extent that it is or was:

- (a) already in the possession of the other party from a source other than the disclosing party and free of any obligation of confidentiality on the date of its disclosure;
- (b) in the public domain other than as a result of a breach of this paragraph 19;
- (c) required to be disclosed:
  - (i) *pursuant to applicable laws, or the requirements of any government body or relevant regulatory authority, or the rules of any exchange on which the securities of a party are or are to be listed; or*
  - (ii) *in connection with proceedings before a court of competent jurisdiction or under any court order of such a court or for the purpose of receiving legal advice, but only to the extent and for the purpose of that disclosure.*

19.3. The Subscribing Organisation undertakes to keep all Beauhurst Data confidential and to only disclose it:

- (a) as specifically authorised by this Subscription Order;
- (b) with the written consent of Beauhurst;
- (c) as required by applicable laws; or
- (d) as strictly necessary in connection with proceedings before a court of competent jurisdiction or under any court order of such a court or for the purposes of receiving legal advice.

19.4. Without prejudice to any of our other rights or remedies, the Subscribing Organisation acknowledges and agrees that damages would not be an adequate remedy for any breach of this paragraph 19 and the remedies of injunction, specific performance and other equitable relief are appropriate for any threatened or actual breach of this provision and no proof of special damages shall be necessary for the enforcement of the rights under this paragraph 19.

## **20. Subscribing Organisation's Marks**

- 20.1. If (and only if) you give us explicit permission in writing, we may use your logo or other trade mark in our marketing material for the duration of your Subscription to show that you are a client.
- 20.2. You may request that certain exportable material downloaded from the Beauhurst Platform is branded with your logo or mark. Please note that there may be a charge for this service. In such circumstances, you hereby grant us a non-exclusive licence to use your logo or mark on any such material so generated and you hereby indemnify us and agree to keep us indemnified against all claims, expenses, liabilities, damages, costs and / or other losses should there be any claim that your logo or other trade mark infringes any intellectual property rights belonging to a third party.

## **21. Intellectual Property Rights**

- 21.1. We are the owner or the licensee of all intellectual property rights in or relating to the Beauhurst Platform, and in the material published on it. They are protected by copyright and other intellectual property laws and treaties around the world. All such rights are reserved.
- 21.2. "Beauhurst" is a UK and US registered trade mark of Business Funding Research Limited. You may not use any trade mark of ours (or any confusingly similar trade mark) for any purpose except as expressly permitted by us in writing or under applicable law.

## **22. Other Important Terms**

- 22.1. We may transfer our rights and obligations under a Subscription Order to another organisation, but this will not affect your rights or our obligations under this Subscription Order. We will always notify you if this happens.
- 22.2. Any Subscription Order is between you and us. Subject to paragraph 22.1 above, no other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 22.3. This Subscription Order supersedes any terms you may seek to impose via a purchase order or otherwise. No variation of this Subscription Order shall be effective unless it is in writing and agreed in writing by the parties or their authorised representatives.
- 22.4. Each of the paragraphs of this Subscription Order operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect and any affected provision will be replaced by an alternative lawful provision which is as close as possible substantively to the affected provision.
- 22.5. If we fail to insist that you perform any of your obligations under this Subscription Order, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will



not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

- 22.6. This Subscription Order and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.



## SCHEDULE 1

### DATA POLICY

Beauhurst's Data Policy falls into three parts:

1. GDPR
2. Use of email addresses obtained from the Beauhurst platform
3. Data usage rights

#### PART 1

##### 1. GDPR

We need to make sure that your and our processing of the Beauhurst Data complies with the requirements of the General Data Protection Regulation (EU) 2016/679 (the "**EU GDPR**"), the EU GDPR as incorporated into UK national law by virtue of the European (Withdrawal) Act 2018 (the "**UK GDPR**") and the Data Protection Act 2018.

This Policy, together with our Terms, forms part of your Subscription Order. It comprises a balanced set of terms to support the assessment that our sharing of Beauhurst Data with you is in your and our legitimate interests and does not unduly prejudice the rights and freedoms of individuals to whom the Platform Personal Data relates. If you have any questions about it, please email our [Data Protection Officer](#).

- 1.1. **Definitions:** In this Data Policy, the following terms shall have the following meanings (any definitions not found here will be in the main Terms):

- (a) "**Applicable Data Protection Law**" means all worldwide data protection and privacy laws and regulations applicable to the personal data in question, including, where applicable, UK Data Protection Law, the EU GDPR and the EU e-Privacy Directive (Directive 2002/58/EC).
- (b) "**clause**" means a clause of this Data Policy.
- (c) "**controller**", "**processor**", "**data subject**", "**processing**" (and "**process**") and "**special categories of data**" shall have the meanings given in UK Data Protection Law.
- (d) "**Data Usage Tier**" means one of the four tiers outlined in Part 3 of this Data Policy which determines the extent of your usage rights in relation to Beauhurst Data, including Platform Personal Data.
- (e) "**GDPR**" means the EU GDPR and the UK GDPR.
- (f) "**Party**" means you or Beauhurst, as party to a Subscription Order comprising the Beauhurst Terms and this Data Policy.
- (g) "**Permitted Purpose**" is as defined in clause 1.2 below.
- (h) "**personal data**" means any information relating to an identified or identifiable natural person (a data subject). This is one who can be identified, directly or indirectly, in particular by reference to an identifier.
- (i) "**Platform Personal Data**" is any personal data made available to you via the Beauhurst Platform, as further described in Annex I below.
- (j) "**UK Data Protection Law**" means:
  - (i) *the UK GDPR;*
  - (ii) *the Privacy and Electronic Communications (EC Directive) Regulations 2003;* and
  - (iii) *the Data Protection Act 2018.*

- 1.2. **Disclosure of data:** Beauhurst will make available to you via the Beauhurst Platform certain personal data as further described in Annex I (the **Platform Personal Data**) to process strictly in accordance with the Data Usage Tier outlined in your Subscription (and subject to any restrictions outlined in Part 3) or as otherwise agreed in writing between Beauhurst and you (the "**Permitted Purpose**").
- 1.3. **Relationship of the parties:** You acknowledge that Beauhurst is a controller of the Platform Personal Data made available via the Beauhurst Platform, and that you will process the Platform Personal Data as a separate and independent controller strictly for the Permitted Purpose. In no event will Beauhurst and You process the Platform Personal Data as joint controllers.
- 1.4. **Legitimate Interests:** The Parties acknowledge that for the purposes of UK Data Protection Law, the legal basis on which Beauhurst will facilitate access by you to the Platform Personal Data is the legitimate interests pursued by Beauhurst in building and operating its business of providing insights into UK companies and the surrounding ecosystem as well as those pursued by the Subscribing Organisation which may wish to invest in, or offer professional services or funding opportunities to such companies.
- 1. **Compliance with law:** Each of Beauhurst and you shall be separately responsible for complying with the obligations that apply to it as a controller under Applicable Data Protection Law.
- 1. **Prohibited data:** We shall not disclose any special categories of personal data to you for processing.
- 2. **International transfers:** Transfer of Platform Personal Data occurs whenever a User accesses the Beauhurst Platform.

*Subscribing Organisation based in the EEA/UK:* you shall not transfer the Platform Personal Data (nor permit the

Platform Personal Data to be transferred) outside of the European Economic Area (“**EEA**”) and/or the United Kingdom (“**UK**”) unless you take such measures as are necessary to ensure the transfer is in compliance with Applicable Data Protection Law.

*Subscribing Organisation based outside the EEA/UK:* If you are based outside the EEA/UK in a country that has not been deemed as ensuring adequate data protection within the meaning of Article 45 of the GDPR, you agree that the Standard Contractual Clauses (2021/914/EC) Module 1 (“**Standard Contractual Clauses**”) and the ICO's UK Addendum to the Standard Contractual Clauses (“**UK Addendum**”) shall be incorporated by reference into your Subscription Order. For the purposes of populating the Appendices to the Standard Contractual Clauses and UK Addendum, the required information will be as set out in the Annexes to this Data Policy. In the event of any conflict between the Data Policy and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail. In the event of any conflict between the Data Policy and the UK Addendum, the UK Addendum shall prevail.

For the purposes of Clause 11 of the Standard Contractual Clauses (“Redress”), the optional Clause (which reads as follows: “*The data importer agrees that data subjects may also lodge a complaint with an independent dispute resolution body at no cost to the data subject. It shall inform the data subjects, in the manner set out in paragraph (a), of such redress mechanism and that they are not required to use it, or follow a particular sequence in seeking redress.*”) is hereby deleted.

For the purposes of Clause 17 of the Standard Contractual Clauses (“Governing law”), the parties agree that this shall be the law of Ireland.

For the purposes of Clause 18 of the Standard Contractual Clauses (“Choice of forum and jurisdiction”), the parties agree that those shall be the courts of Ireland.

For the purposes of Clause 17 of the UK Addendum, the parties agree that the Approved Addendum (as defined in the UK Addendum) shall be populated by reference to this Data Policy and its Annexes and that any changes in formatting (including for the avoidance of doubt with respect to Part 1: Tables) shall not adversely affect the validity of the Subscription Order or the compliance with Applicable Data Protection Law of any international transfers of personal data made thereunder. The parties hereby acknowledge and agree that any such formatting changes do not reduce the standard of Appropriate Safeguards (as defined in the UK Addendum) provided.

For the purposes of Clause 19 of the UK Addendum, the parties agree that the Exporter shall be entitled to terminate the Addendum by providing written notice of the same to the Importer.

3. **Security:** You shall implement appropriate technical and organisational measures to protect the Platform Personal Data (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorised disclosure of, or access to the Platform Personal Data (a “**Security Incident**”). Such measures shall include, as appropriate:

- (a) *the pseudonymisation and encryption of personal data;*
- (b) *the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;*
- (c) *the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;*
- (d) *a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.*

2. **Subcontracting:** *You shall not allow access to Platform Personal Data to any person outside the Subscribing Organisation without our prior written consent, unless you are on data Tiers 2 or 3 that allow you to share Platform Personal Data with Clients without our prior written consent, but restrictions must be adhered to (see Part 3).*

4. **Cooperation:** In the event that either Party receives any correspondence, enquiry or complaint from a data subject, regulator or other third party ("**Correspondence**") related to (a) the disclosure of the Platform Personal Data by Beauhurst to you for the Permitted Purpose; or (b) processing of the Platform Personal Data by the other Party or by a Client of a Subscribing Organisation, it shall promptly inform the other Party giving full details of the same, and the Parties shall cooperate reasonably and in good faith in order to respond to the Correspondence in accordance with any requirements under Applicable Data Protection Law.
1. **Security incidents:** Upon becoming aware of a Security Incident, you shall inform us without undue delay. You shall further take all such measures and actions as are necessary to remedy or mitigate the effects of the Security Incident and shall keep us informed of all developments in connection with the Security Incident. Each Party agrees to provide reasonable assistance to the other to facilitate the handling of any Security Incident in an expeditious and compliant manner.
2. **Deletion of Platform Personal Data:** Further to paragraph 11.3 of the Terms, upon termination or expiry of this Agreement, you shall destroy all Platform Personal Data (including all copies of the Platform Personal Data) in your possession or control (including any Platform Personal Data disclosed to a third party outside the Subscribing Organisation, if your Data Tier permits such disclosure or we have consented to such disclosure). This requirement shall not apply to the extent that you are required by any EU (or any EU Member State) law or UK law to retain some or all of the Platform Personal Data, in which event you shall securely isolate and protect the Platform Personal Data from any further processing except to the extent required by such law. For the avoidance of doubt, this clause 1.12 shall not apply to Platform Personal Data which is processed by you in connection with you entering into a direct relationship with a company on the Beauhurst Platform for investment purposes or the provision of professional services (including in the context of any enquiries by the company in respect of such investment or services).
3. **Audit:** Should we have reasonable cause, you shall permit us (or our appointed third party auditors) to audit your compliance with this Data Policy, and shall make available to us all information, systems and staff necessary for us (or our third party auditors) to conduct such audit.

## PART 2

### 2. USE OF EMAIL ADDRESSES OBTAINED FROM THE BEAUHURST PLATFORM

*We provide business email addresses on the Beauhurst Platform so that you can directly approach the individuals to whom those business email addresses relate. Since the communication (by whatever means) of advertising or marketing material directed to particular individuals is defined as “direct marketing” (even if you are not explicitly selling something), you must be compliant with any applicable rules pertaining to email marketing, as well as Applicable Data Protection Law. Further, to enable us to support the assessment that the disclosure of such email addresses to you (and your subsequent use of those email address) is not unduly prejudicial to the rights and freedoms of the individuals to whom the email addresses relate, you must comply with each of the requirements below.*

1. **You are forbidden from using email addresses from the Beauhurst Platform to email more than 5 people in a single send (“Mailshots”). This is to ensure that any contact that you make is direct and deliberate, and you must ensure that this is the case. Further, if you have not received a response, you shall not contact an individual more than 3 times and you shall ensure that there is at least 7 days interval between one email to an individual and the next email to the same individual.**
2. **You must identify yourself in any email you send and include contact details, ideally a postal address, active email address, and a phone number.**
3. **You must include in each email a clear and simple way for anyone you email to opt out of your communications.**
4. **If someone objects to or opts out of your marketing, you must immediately add them to a ‘do not contact’ list and stop communications with them. You must screen all your marketing against this list to make sure you don’t contact anyone who has opted out.**
5. **You must ensure that you are fully compliant with any Applicable Data Protection Laws, including where applicable [European Directive 2002/58/EC](#), also known as ‘the e-privacy Directive’ (and any and all applicable national data protection laws made under or pursuant to such Directive). It is your responsibility to keep up to date with any changes in the law, in particular following the introduction of the proposed new e-Privacy Regulation, which is due to replace European Directive 2002/58/EC.**
- 6.

## PART 3

### 2. DATA USAGE RIGHTS

*Access to the Beauhurst Platform is based on four Data Usage Tiers. Please only refer to the tier that pertains to your Subscription, as outlined in the Subscription Summary. You may not access or use the Beauhurst Platform and / or the Beauhurst Data or permit any Data User to access or use the Beauhurst Platform or the Beauhurst Data in breach of the Data Usage Tier applicable to your Subscription.*

[Tier Zero: User Use Only](#)  
[Tier One: Internal Use](#)  
[Tier Two: Client Use](#)  
[Tier Three: Marketing Use](#)

7.

#### 2.1. **Definitions: In this Part 3, the following terms shall have the following meanings (any definitions not found here are in the main Terms):**

- (a) **Accelerator** means any organisation that runs an accelerator programme profiled on the Beauhurst Platform;
- (b) **Activity** means any notable action or event performed by or in respect of an Entity, as included on the Beauhurst Platform, including, but not limited to, a transaction, the publication of a news article, an accelerator attendance, and / or the appointment of a new key Person;
- (c) **Client** means any of your customers or bona fide prospective customers or any active Ministers of the UK Government;
- (d) **Company** means a commercial business profiled on the Beauhurst Platform;
- (e) **Entity** means an organisation profiled on the Beauhurst Platform including, but not limited to, a Company, Fund or Accelerator.
- (f) **Fund** means an investment organisation, including (but not limited to) private equity firms, venture capital firms, and hedge funds, that is profiled on the Beauhurst Platform;
- (g) **Person** means any named individual on the Beauhurst platform, including but not limited to any director, shareholder, or Company employee;

**2.2. Tier Three: Marketing Use**

- (a) You must ensure that Platform Personal Data is only used and shared in a manner which is compliant with Applicable Data Protection Law;
- (b) You have rights to use Beauhurst Data, including any Platform Personal Data, within your Subscribing Organisation subject to the following restrictions:
  - (i) Anyone to whom you make Beauhurst Data available (including Data Users) or with whom you share it must be explicitly made aware of (and adhere to) the restrictions in place in respect of your rights to use that information and is strictly forbidden from making it available or sharing it with anyone outside of the Subscribing Organisation. It is your responsibility to ensure this is the case, and Beauhurst shall treat any breach of this rule and/or Applicable Data Protection Law by any person who has been provided with Beauhurst Data as if such breach had been committed by you or your Data Users directly. These rights are subject to paragraph 9.7 of the Terms, so where any Subscribed Teams are identified in the Subscription Summary, Beauhurst Data may not be accessed, used, shared or made available by or with anyone within your Subscribing Organisation but outside of such Subscribed Teams.
- (c) You have rights to make available and share ("share") Beauhurst Data, which includes Platform Personal Data, with your Clients subject to the following restrictions:

- (i) Sharing of Beauhurst Data is done on a one-to-one basis with each Client and is not Published, shared or otherwise made available in any fashion whatsoever (for example through a marketing email or used in a seminar or conference);
  - (ii) The information being shared is directly relevant to the Client in question and to your particular engagement with them;
  - (iii) You cannot, unless agreed otherwise with Beauhurst in writing, sell any Beauhurst Data to a Client – no transaction may take place in exchange for any Beauhurst Data, and (as outlined in paragraph 9.8 of the Terms) you must not grant or allow any Client to have access to the Beauhurst Platform;
  - (iv) You may not provide Beauhurst Data, which includes Platform Personal Data, to a Client for their own marketing or lead-generation purposes, or permit any Client to use Beauhurst Data for such purposes;
  - (v) Clients must not themselves use the Beauhurst Data for any other purpose than that which you shared it with them;
  - (vi) Clients must not themselves or through any other party use or permit the use of email addresses from the Platform to contact any Persons;
  - (vii) You shall procure that, in respect of any processing of Beauhurst Data by a Client, the Client shall comply with all Applicable Data Protection Laws;
  - (viii) You shall procure that, in respect of any processing of Beauhurst Data by a Client, the Client shall delete all Beauhurst Data either at the termination of your Subscription to Beauhurst or at the end of your relationship with the Client, whichever is soonest;
  - (ix) Anyone to whom you make Beauhurst Data available (including Data Users) or with whom you share it must be explicitly made aware of (and you must require them in writing to adhere to) the restrictions set out in this Data Policy. This must include a strict prohibition on sharing Beauhurst Data with anyone else, including within the Client's own organisation. It is your responsibility to ensure this is the case, and Beauhurst shall treat any breach of this rule and/or Applicable Data Protection Law by any person who has been provided with Beauhurst Data as if such breach had been committed by you or your Data Users directly.
- (d) You have additional rights to Publish Beauhurst Data subject to the following limitations:
- (i) You may not Publish any Platform Personal Data under any circumstances;
  - (ii) You will not Publish more frequently than once per week on average over any three-month period;
  - (iii) That each time you Publish, You may not individually identify more than ten Companies, Transactions, or Funds;
  - (iv) That each time You Publish, you may not use more than twenty pieces of aggregate data or statistics derived from the Beauhurst Platform;
  - (v) Anything that is Published needs to be clearly attributed to Beauhurst (including a link back to [beauhurst.com](https://beauhurst.com));
  - (vi) Anything that You Publish must strictly be for your own activities – you are forbidden from using Beauhurst to do any marketing/PR/associated activities for another brand or business;
  - (vii) For clarity, subject to the above restrictions, you may Publish with any analysis that you do within the following instances:
    - (A) Women and Equalities Select Committee (WESC)
    - (B) Briefings for statements to be made in the house (OPQs, PQs, PMQs etc)
    - (C) Outputs from steering groups that use Beauhurst Data to make recommendations



(D) Speeches by ministers, Secretary of State, or Prime Minister

(E) Statements shared with Senior Civil Servants and relevant Ministers, Secretary of State or Prime Minister

If you're ever unsure what you can share or Publish, please reach out to your Account Manager. .



## ANNEX I

### A. LIST OF PARTIES **REDACTED TEXT under FOIA Section 40, Personal Information.**

**Data exporter(s):** [Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]

1. Name: Business Funding Research Ltd  
Address: 45a Station Road, Willington, Bedford, Beds, MK44 3QL  
Official registration number: 07312969  
Contact person's name, position and contact details: [REDACTED] Data Protection Officer,  
[REDACTED]  
Activities relevant to the data transferred under these Clauses: Provision of Beauhurst Data via the Beauhurst Platform  
Signature and date: Set out in signature block below  
Role (controller/processor): Controller

**Data importer(s):** [Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]

2. Name: As set out in the Subscription Summary  
Address: As set out in the Subscription Summary  
  
Contact person's name, position and contact details: As set out in the Subscription Summary  
Activities relevant to the data transferred under these Clauses: Provision of Beauhurst Data via the Beauhurst Platform  
Signature and date: Set out in signature block below  
Role (controller/processor): Controller

### B. DESCRIPTION OF DATA ACCESSED VIA THE BEAUHURST PLATFORM

#### Data subjects

The Platform Personal Data accessed concern the following categories of data subjects:

- Directors, shareholders and employees of companies on the platform, and individuals involved in the ecosystem (funds, accelerators, universities) included within the Beauhurst Platform.

#### Categories of data

The Platform Personal Data accessed concern the following categories of data:

- Details pertaining to businesses on the Beauhurst Platform, including but not limited to: names, business contact details (business email address, business telephone number), job title, details of shareholdings, and details of company directorships.

#### Sensitive data (if appropriate)

The Platform Personal Data accessed do not concern any categories of sensitive data.

#### The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis)

Continuous basis.

#### Nature of the processing

Collection, recording, structuring, organisation, retrieval and access.

### **Purposes of the transfer(s)**

Access is for the following purpose:

- To facilitate usage by the Subscribing Organisation in accordance with the Data Usage Tier identified in its Subscription Summary and further described in Part 3 of the Data Policy.

### **The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period.**

For the duration of this Subscription Order.

### **Recipients**

Subject always to the provisions of this Subscription Order, the Platform Personal Data accessed may be disclosed only to the following recipients or categories of recipients:

- **Subscribing Organisation:** Users (as defined in the Subscription Order) duly authorised by the Subscribing Organisation to have access to Beauhurst Data for the Permitted Purpose and employees at a Subscribing Organisation if the Subscribing Organisation is on Data Tiers 1, 2 or 3
- **Public bodies and law enforcement authorities:** Duly authorized staff at public bodies and law enforcement authorities who make enquiries of the Subscribing Organisation in accordance with applicable law.
- **Clients of Subscribing Organisation** If a Subscribing Organisation is on Data Tier 2 or 3 it may share Platform Personal Data with its Clients. This can only be done on a one to one basis subject to certain restrictions being imposed on the Client in accordance with Part 3 of this Data Policy.

### **C. COMPETENT SUPERVISORY AUTHORITY**

As set out in Clause 13 of the Standard Contractual Clauses.

### **Data protection registration information of Beauhurst (where applicable)**

- Information Commissioner Registration Number for Business Funding Research Limited (trading as Beauhurst): Z291194X

### **Contact points for data protection enquiries REDACTED TEXT under FOIA Section 40, Personal Information.**

[REDACTED]

Email: [REDACTED]

## **ANNEX II**

### **TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA**

- Measures of pseudonymisation and encryption of personal data

- Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services
- Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident
- Measures for user identification and authorisation
- Measures for the protection of data during storage
- Measures for ensuring physical security of locations at which personal data are processed
- Measures for ensuring events logging
- Measures for internal IT and IT security governance and management
- Measures for ensuring limited data retention
- Measures for ensuring accountability
- Measures for ensure appropriate data security & protection training for relevant individuals

# Annex 4 – Short form Terms

## 1. Definitions used in the Contract

In this Contract, unless the context otherwise requires, the following words shall have the following meanings:

<b>"Central Government Body"</b>	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;
<b>"Charges"</b>	means the charges for the Deliverables as specified in the Order Form;
<b>"Confidential Information"</b>	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;
<b>"Contract"</b>	means the contract between (i) the Buyer and (ii) the Supplier which is created by the Supplier's counter signing the Order Form and includes the Order Form and Annexes;
<b>"Controller"</b>	has the meaning given to it in the GDPR;
<b>"Buyer"</b>	means the person identified in the letterhead of the Order Form;
<b>"Date of Delivery"</b>	means that date by which the Deliverables must be delivered to the Buyer, as specified in the Order Form;
<b>"Buyer Cause"</b>	any breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier;

**"Data  
Protection  
Legislation"**

(i) the UK GDPR, (ii) the Data Protection Act 2018 to  
the extent that it relates to processing

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		of personal data and privacy; (iii) all applicable UK Laws about the processing of personal data and privacy;
<b>"Data Protection Impact Assessment"</b>		an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
<b>"Data Protection Officer"</b>		has the meaning given to it in the UK GDPR;
<b>"Data Subject"</b>		has the meaning given to it in the UK GDPR;
<b>"Data Loss Event"</b>	<b>Losses</b>	any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
<b>"Data Subject Request"</b>		a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation relating to their Personal Data;
<b>"Delivery"</b>		means hand over the Deliverables to the Buyer at the address and on the date specified in the Order Form, which shall include unloading and any other specific arrangements agreed in accordance with Clause [ ]. Delivered and Delivery shall be construed accordingly;
<b>"Existing IPR"</b>		any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);
<b>"Expiry Date"</b>		means the date for expiry of the Contract as set out in the Order Form;
<b>"FOIA"</b>		means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
<b>"Force Majeure"</b>		any event, occurrence, circumstance, matter or cause



**Event"**

affecting the performance by either Party of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control which prevent or materially delay it from performing its obligations under the Contract but excluding: i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and iii) any failure of delay caused by a lack of funds;

<b>"UK GDPR"</b>	the UK General Data Protection Regulation
<b>"Goods"</b>	means the goods to be supplied by the Supplier to the Buyer under the Contract;
<b>"Good Industry Practice"</b>	standards, practices, methods and procedures conforming to the law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
<b>"Government Data"</b>	a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer's confidential information, and which: i) are supplied to the Supplier by or on behalf of the Buyer; or ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or b) any Personal Data for which the Buyer is the Data Controller;
<b>"Information"</b>	has the meaning given under section 84 of the FOIA;
<b>"Information Commissioner"</b>	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
<b>"Insolvency Event"</b>	in respect of a person: a) if that person is insolvent; ii) if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction); iii) if an administrator or administrative receiver is appointed in respect of the whole or any part of the persons assets or business; iv) if the person makes any composition with its creditors or takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction;
<b>"Key Personnel"</b>	means any persons specified as such in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing;
<b>"New IPR"</b>	all and intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR;
<b>"Order Form"</b>	means the letter from the Buyer to the Supplier printed above these terms and conditions;

**"Party"** the Supplier or the Buyer (as appropriate) and "Parties" shall mean both of them;

**"Personal Data"** has the meaning given to it in the GDPR;

<b>"Cabinet Office Personal Data"</b>	means Personal Data relating to Cabinet Office employees;
<b>"Personal Data Breach"</b>	has the meaning given to it in the GDPR;
<b>"Processor"</b>	has the meaning given to it in the GDPR;
<b>"Purchase Order Number"</b>	means the Buyer's unique number relating to the order for Deliverables to be supplied by the Supplier to the Buyer in accordance with the terms of the Contract;
Protective Measures:	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.
<b>"Regulations"</b>	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
<b>"Request for Information"</b>	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);
<b>"Services"</b>	means the services to be supplied by the Supplier to the Buyer under the Contract;
<b>"Specification"</b>	means the specification for the Deliverables to be supplied by the Supplier to the Buyer (including as to quantity, description and quality) as specified in the Order Form;
<b>"Staff"</b>	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 Contract;
<b>"Staff Vetting Procedures"</b>	means vetting procedures that accord with good industry practice or, where applicable, the Buyer's procedures for the vetting of personnel as provided to the Supplier from time to time;

The Short form Contract

<b>"Subprocessor"</b>	any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract;
<b>"Supplier Staff"</b>	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
<b>"Supplier"</b>	means the person named as Supplier in the Order Form;
<b>"Term"</b>	means the period from the start date of the Contract set out in the Order Form to the Expiry Date as such period may be extended in accordance with clause [ ] or terminated in accordance with the terms and conditions of the Contract;

<b>"VAT"</b>	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
<b>"Workers"</b>	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) ( <a href="https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees">https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees</a> ) applies in respect of the Deliverables;
<b>"Working Day"</b>	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

## 2. Understanding the Contract

In the Contract, unless the context otherwise requires:

- 2.1. references to numbered clauses are references to the relevant clause in these terms and conditions;
- 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;
- 2.3. the headings in this Contract are for information only and do not affect the interpretation of the Contract;
- 2.4. references to "writing" include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;
- 2.5. the singular includes the plural and vice versa;
- 2.6. a reference to any law includes a reference to that law as amended, extended, consolidated or re-enacted from time to time and to any legislation or byelaw made under that law; and
- 2.7. the word 'including', "for example" and similar words shall be understood as if they were immediately followed by the words "without limitation".

## 3. How the Contract works

- 3.1. The Order Form is an offer by the Buyer to purchase the Deliverables subject to and in accordance with the terms and conditions of the Contract.
- 3.2. The Supplier is deemed to accept the offer in the Order Form when the Buyer receives a copy of the Order Form signed by the Supplier.
- 3.3. The Supplier warrants and represents that its tender and all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

## **4. What needs to be delivered**

### **4.1. All Deliverables**

- (a) The Supplier must provide Deliverables: (i) in accordance with the Specification; (ii) to a professional standard; (iii) using reasonable skill and care; (iv) using Good Industry Practice; (v) using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract; (vi) on the dates agreed; and (vii) that comply with all law.
- (b) The Supplier must provide Deliverables with a warranty of at least 90 days (or longer where the Supplier offers a longer warranty period to its Buyers) from Delivery against all obvious defects.

### **4.2. Goods clauses**

- (a) All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- (b) All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.
- (c) The Supplier transfers ownership of the Goods on completion of delivery (including off-loading and stacking) or payment for those Goods, whichever is earlier.
- (d) Risk in the Goods transfers to the Buyer on delivery, but remains with the Supplier if the Buyer notices damage following delivery and lets the Supplier know within three Working Days of delivery.
- (e) The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- (f) The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- (g) The Supplier must provide sufficient packaging for the Goods to reach the point of delivery safely and undamaged.
- (h) All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- (i) The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- (j) The Supplier will notify the Buyer of any request that Goods are returned to it or the manufacturer after the discovery of safety issues or defects that might endanger health or hinder performance and shall indemnify the Buyer against the costs arising as a result of any such request.
- (k) The Buyer can cancel any order or part order of Goods which has not been delivered. If the Buyer gives less than 14 days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- (l) The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with clause 4.2. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.
- (m) The Buyer will not be liable for any actions, claims, costs and expenses incurred by the Supplier or any third party during delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Buyer or its servant or agent. If the Buyer suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of delivery or

installation then the Supplier shall indemnify from any losses, charges costs or expenses which arise as a result of or in connection with such damage or injury where it is attributable to any act or omission of the Supplier or any of its [sub-suppliers].

#### **4.3. Services clauses**

- (a) Late delivery of the Services will be a default of the Contract.
- (b) The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions including any security requirements.
- (c) The Buyer must provide the Supplier with reasonable access to its premises at reasonable times for the purpose of supplying the Services
- (d) The Supplier must at its own risk and expense provide all equipment required to deliver the Services, excluding basic provisions that the Buyer would be reasonably expected to be in possession of such as but not limited to access to the internet, and a device on which to access the internet. Any equipment provided by the Buyer to the Supplier for supplying the Services remains the property of the Buyer and is to be returned to the Buyer on expiry or termination of the Contract.
- (e) The Supplier must allocate sufficient resources and appropriate expertise to the Contract.
- (f) The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- (g) On completion of the Services, the Supplier is responsible for leaving the Buyer's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Buyer's premises or property, other than fair wear and tear.
- (h) The Supplier must ensure all Services, and anything used to deliver the Services, are of good quality.
- (i) The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

### **5. Pricing and payments**

- 5.1. In exchange for the Deliverables, the Supplier shall be entitled to invoice the Buyer for the charges in the Order Form. The Supplier shall raise invoices promptly and in any event within 90 days from when the charges are due.
- 5.2. All Charges:
  - (a) exclude VAT, which is payable on provision of a valid VAT invoice;
  - (b) include all costs connected with the supply of Deliverables.
- 5.3. The Buyer must pay the Supplier the charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the Order Form.
- 5.4. A Supplier invoice is only valid if it:
  - (a) includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Buyer;
  - (b) includes a detailed breakdown of Deliverables which have been delivered (if any)



- 5.5. If there is a dispute between the Parties as to the amount invoiced, the Buyer shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 11.6. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 33.
- 5.6. The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
- 5.7. The Supplier must ensure that all subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Buyer can publish the details of the late payment or non-payment.

## **6. The Buyer's obligations to the Supplier**

- 6.1. If Supplier fails to comply with the Contract as a result of a Buyer Cause:
  - (a) the Buyer cannot terminate the Contract under clause 11;
  - (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability under this Contract;
  - (c) the Supplier is entitled to additional time needed to deliver the Deliverables;
  - (d) the Supplier cannot suspend the ongoing supply of Deliverables.
- 6.2. Clause 6.1 only applies if the Supplier:
  - (a) gives notice to the Buyer within 10 Working Days of becoming aware;
  - (b) demonstrates that the failure only happened because of the Buyer Cause;
  - (c) mitigated the impact of the Buyer Cause.

## **7. Record keeping and reporting**

- 7.1. The Supplier must ensure that suitably qualified representatives attend progress meetings with the Buyer and provide progress reports when specified in the Order Form.
- 7.2. The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for seven years after the date of expiry or termination of the Contract.
- 7.3. The Supplier must allow any auditor appointed by the Buyer access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the audit.
- 7.4. The Supplier must provide information to the auditor and reasonable co-operation at their request.
- 7.5. If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
  - (a) tell the Buyer and give reasons;
  - (b) propose corrective action;
  - (c) provide a deadline for completing the corrective action.

- 7.6. If the Buyer, acting reasonably, is concerned as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract then the Buyer may:
- (a) require that the Supplier provide to the Buyer (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract and the Supplier will make changes to such plan as reasonably required by the Buyer and once it is agreed then the Supplier shall act in accordance with such plan and report to the Buyer on demand
  - (b) if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Buyer or fails to implement or provide updates on progress with the plan, terminate the Contract immediately for material breach (or on such date as the Buyer notifies).

## **8. Supplier staff**

- 8.1. The Supplier Staff involved in the performance of the Contract must:
- (a) be appropriately trained and qualified;
  - (b) be vetted using Good Industry Practice and in accordance with the instructions issued by the Buyer in the Order Form
  - (c) comply with all conduct requirements when on the Buyer's premises.
- 8.2. Where a Buyer decides one of the Supplier's Staff isn't suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.
- 8.3. If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach clause 8.
- 8.4. The Supplier must provide a list of Supplier Staff needing to access the Buyer's premises and say why access is required.
- 8.5. The Supplier indemnifies the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.
- 8.6. The Supplier shall use those persons nominated in the Order Form (if any) to provide the Deliverables and shall not remove or replace any of them unless:
- (a) requested to do so by the Buyer (not to be unreasonably withheld or delayed);
  - (b) the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
  - (c) the person's employment or contractual arrangement with the Supplier or any subcontractor is terminated for material breach of contract by the employee.

## **9. Rights and protection**

- 9.1. The Supplier warrants and represents that:
- (a) it has full capacity and authority to enter into and to perform the Contract;
  - (b) the Contract is executed by its authorised representative;
  - (c) it is a legally valid and existing organisation incorporated in the place it was formed;

- (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract;
  - (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Contract;
  - (f) it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and
  - (g) it is not impacted by an Insolvency Event.
- 9.2. The warranties and representations in clause 9.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 9.3. The Supplier indemnifies the Buyer against each of the following:
- (a) wilful misconduct of the Supplier, any of its subcontractor and/or Supplier Staff that impacts the Contract;
  - (b) non-payment by the Supplier of any tax or National Insurance.
- 9.4. If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Buyer.
- 9.5. All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

## **10. Intellectual Property Rights (IPRs)**

- 10.1. Each Party keeps ownership of its own Existing IPRs.
- 10.2. Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in clause 10 or otherwise agreed in writing.
- 10.3. If any claim is made against the Buyer 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 Deliverables (an "**IPR Claim**"), then the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.

- 10.4. If an IPR Claim is made or anticipated the Supplier must at its own expense:
- (a) replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.

## **11. Ending the contract**

- 11.1. The Contract takes effect on the date of or (if different) the date specified in the Order Form and ends on the earlier of the date of expiry or termination of the Contract or earlier if required by Law.

- 11.2. The Buyer can extend the Contract where set out in the Order Form in accordance with the terms in the Order Form.

### **11.3. Ending the Contract without a reason**

The Buyer has the right to terminate the Contract at any time without reason by giving the Supplier not less than 90 days' written notice and if it's terminated clause 11.5(b) to 11.5(g) applies. The Buyer remains liable for all fees due under this contract from the start date until any defined end date or point of contract extension.

### **11.4. When the Buyer can end the Contract**

- (a) If any of the following events happen, the Buyer has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier:
  - (i) there's a Supplier Insolvency Event;
  - (ii) if the Supplier repeatedly breaches the Contract in a way 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 Contract;
  - (iii) if the Supplier 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;
  - (iv) there's a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which isn't pre-approved by the Buyer in writing;
  - (v) if the Buyer discovers that the Supplier was in one of the situations in 57(1) or 57(2) of the Regulations at the time the Contract was awarded;
  - (vi) the Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (TFEU) to declare that the Contract should not have been awarded to the Supplier because of a serious breach of the TFEU or the Regulations;
  - (vii) the Supplier or its affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them.
- (b) If any of the events in 73(1) (a) to (c) of the Regulations (substantial modification, exclusion of the Supplier, procurement infringement) happen, the Buyer has the right to immediately terminate the Contract and clause 11.5(b) to 11.5(g) applies.

**11.5. What happens if the Contract ends**

Where the Buyer terminates the Contract under clause 11.4(a) all of the following apply:

- (a) the Supplier is responsible for the Buyer's reasonable costs of procuring replacement deliverables for the rest of the term of the Contract;
- (b) the Buyer's payment obligations under the terminated Contract stop immediately;
- (c) accumulated rights of the Parties are not affected;
- (d) the Supplier must promptly delete or return the Government Data except where required to retain copies by law;
- (e) the Supplier must promptly return any of the Buyer's property provided under the Contract;
- (f) The Buyer no longer has any right to use Beauhurst Data for new purposes;
- (g) The Buyer must delete and ensure that any and all Beauhurst Data that obtained from Beauhurst through whatever means (except in the case of data that has been Published in accordance with the Data Policy) is deleted, only except where Beauhurst Data must be retained for audit purposes.
- (h) the Supplier must, at no cost to the Buyer, give all reasonable assistance to the Buyer and any incoming supplier and co-operate fully in the handover and re-procurement;
- (i) the following clauses survive the termination of the Contract: [3.2.10, 6, 7.2, 9, 11, 14, 15, 16, 17, 18, 34, 35] and any clauses which are expressly or by implication intended to continue.

**11.6. When the Supplier can end the Contract**

- (a) The Supplier can issue a reminder notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice.
- (b) If a Supplier terminates the Contract under clause 11.6(a):
  - (i) the Buyer must promptly pay all outstanding charges incurred to the Supplier;
  - (ii) the Buyer must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated;
  - (iii) clauses 11.5(d) to 11.5(g) apply.

**11.7. Partially ending and suspending the Contract**

- (a) Where the Buyer has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends the Contract it can provide the Deliverables itself or buy them from a third party.
- (b) The Buyer can only partially terminate or suspend the Contract if the remaining parts of it can still be used to effectively deliver the intended purpose.
- (c) The Parties must agree (in accordance with clause 24) any necessary variation required by clause 11.7, but the Supplier may not either:
  - (i) reject the variation;
  - (ii) increase the Charges, except where the right to partial termination is under clause 11.3.
- (d) The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under clause 11.7.

## **12. How much you can be held responsible for**

- 12.1. Liability arising out of any Misuse of the Beauhurst Data as a result of or in connection with use of the Beauhurst Platform shall be capped at a maximum of £5m. See 'Misuse' definition in Annex 3 Section 1: Definitions.
- 12.2. For any other breach of the agreement, each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than 125% of the Charges paid or payable to the Supplier.
- 12.3. The Supplier will in no circumstances be liable to the Buyer for:
  - (a) any indirect losses;
  - (b) loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 12.4. In spite of clause 12.1, neither Party limits or excludes any of the following:
  - (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;
  - (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
  - (c) any liability that cannot be excluded or limited by law.
- 12.5. In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 4.2(j), 4.2(m), 8.5, 9.3, 10.5, 13.2, 14.26(e) or 30.2(b).
- 12.6. Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including any indemnities.
- 12.7. If more than one Supplier is party to the Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

## **13. Obeying the law**

- 13.1. The Supplier must, in connection with provision of the Deliverables, use reasonable endeavours to:
  - (a) comply and procure that its subcontractors comply with the Supplier Code of Conduct appearing at ([https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/779660/20190220-Supplier\\_Code\\_of\\_Conduct.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf)) and such other corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time;
  - (b) support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010;
  - (c) not use nor allow its subcontractors to use modern slavery, child labour or inhumane treatment;
  - (d) meet the applicable Government Buying Standards applicable to Deliverables which can be found online at: <https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>
- 13.2. The Supplier indemnifies the Buyer against any costs resulting from any default by the Supplier relating to any applicable law to do with the Contract.
- 13.3. The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 13.1 and Clauses 27 to 32

- 13.4. "Compliance Officer" the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;

#### **14. Data protection and data security**

- 14.1. The Buyer is the Controller and the Supplier is the Processor of Cabinet Office Personal Data for the purposes of the Data Protection Legislation.
- 14.2. In relation to data protection, Schedule 1 has effect.
- 14.3. The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 14.4. The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every six Months.
- 14.5. The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the security requirements specified [in writing] by the Buyer.
- 14.6. If at any time the Supplier suspects or has reason to believe that the Government Data provided under the Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Buyer and immediately suggest remedial action.
- 14.7. If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer may either or both:
- (a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than five Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier;
  - (b) restore the Government Data itself or using a third party.
- 14.8. The Supplier must pay each Party's reasonable costs of complying with clause 14.7 unless the Buyer is at fault.

14.9. The Supplier:

- (a) must provide the Buyer with all Government Data in an agreed open format within 10 Working Days of a written request;



- (b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
- (c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
- (d) securely erase all Government Data and any copies it holds when asked to do so by the Buyer unless required by Law to retain it;
- (e) indemnifies the Buyer against any and all Losses incurred if the Supplier breaches clause 14 and any Data Protection Legislation.

## **15. What you must keep confidential**

- 15.1. Each Party must:
- (a) keep all Confidential Information it receives confidential and secure;
  - (b) not disclose, use or exploit the disclosing Party's Confidential Information without the disclosing Party's prior written consent, except for the purposes anticipated under the Contract;
  - (c) immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.
- 15.2. In spite of clause 15.1, a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:
- (a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
  - (b) if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
  - (c) if the information was given to it by a third party without obligation of confidentiality;
  - (d) if the information was in the public domain at the time of the disclosure;
  - (e) if the information was independently developed without access to the disclosing Party's Confidential Information;
  - (f) to its auditors or for the purposes of regulatory requirements;
  - (g) on a confidential basis, to its professional advisers on a need-to-know basis;
  - (h) to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
- 15.3. The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Buyer at its request.
- 15.4. The Buyer may disclose Confidential Information in any of the following cases:
- (a) on a confidential basis to the employees, agents, consultants and contractors of the Buyer;
  - (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
  - (c) if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;

- (d) where requested by Parliament;
- (e) under clauses 5.7 and 16.

- 15.5. For the purposes of clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 15.
- 15.6. Information which is exempt from disclosure by clause 16 is not Confidential Information.
- 15.7. The Supplier must not make any press announcement or publicise the Contract or any part of it in any way, without the prior written consent of the Buyer and must take all reasonable steps to ensure that Supplier Staff do not either.

## **16. When you can share information**

- 16.1. The Supplier must tell the Buyer within 48 hours if it receives a Request For Information.
- 16.2. Within the required timescales the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
- (a) comply with any Freedom of Information Act (FOIA) request;
  - (b) comply with any Environmental Information Regulations (EIR) request.
- 16.3. The Buyer may talk to the Supplier to help it decide whether to publish information under clause 16. However, the extent, content and format of the disclosure is the Buyer's decision, which does not need to be reasonable.

## **17. Invalid parts of the contract**

If any part of the Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it's valid or enforceable.

## **18. No other terms apply**

The provisions incorporated into the Contract are the entire agreement between the Parties. The Contract replaces all previous statements and agreements whether written or oral. No other provisions apply.

## **19. Other people's rights in a contract**

No third parties may use the Contracts (Rights of Third Parties) Act (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

## **20. Circumstances beyond your control**

- 20.1. Any Party affected by a Force Majeure Event is excused from performing its obligations under the Contract while the inability to perform continues, if it both:

- (a) provides written notice to the other Party;
  - (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
- 20.2. Either party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.
- 20.3. Where a Party terminates under clause 20.2:
  - (a) each party must cover its own losses;
  - (b) clause 11.5(b) to 11.5(g) applies.

## **21. Relationships created by the contract**

The Contract does not create a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

## **22. Giving up contract rights**

A partial or full waiver or relaxation of the terms of the Contract is only valid if it is stated to be a waiver in writing to the other Party.

## **23. Transferring responsibilities**

- 23.1. The Supplier cannot assign the Contract without the Buyer's written consent.
- 23.2. The Buyer can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.
- 23.3. When the Buyer uses its rights under clause 23.2 the Supplier must enter into a novation agreement in the form that the Buyer specifies.
- 23.4. The Supplier can terminate the Contract novated under clause 23.2 to a private sector body that is experiencing an Insolvency Event.
- 23.5. The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 23.6. If the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:
  - (a) their name;
  - (b) the scope of their appointment;
  - (c) the duration of their appointment.

## **24. Changing the contract**

- 24.1. Either Party can request a variation to the Contract which is only effective if agreed in writing and signed by both Parties. The Buyer is not required to accept a variation request made by the Supplier.

## **25. How to communicate about the contract**

- 25.1. All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.
- 25.2. Notices to the Buyer or Supplier must be sent to their address in the Order Form.
- 25.3. This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

## **26. Preventing fraud, bribery and corruption**

- 26.1. The Supplier shall not:
- (a) commit any criminal offence referred to in the Regulations 57(1) and 57(2);
  - (b) offer, give, or agree to give anything, to any person (whether working for or engaged by the Buyer or any other public body) 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 Contract or any other public function or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any other public function.
- 26.2. The Supplier shall take all reasonable steps (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with good industry practice, to prevent any matters referred to in clause 26.1 and any fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Contract and shall notify the Buyer immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.
- 26.3. If the Supplier or the Staff engages in conduct prohibited by clause 26.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Buyer) the Buyer may:
- (a) terminate the Contract and recover from the Supplier the amount of any loss suffered by the Buyer resulting from the termination, including the cost reasonably incurred by the Buyer of making other arrangements for the supply of the Deliverables and any additional expenditure incurred by the Buyer throughout the remainder of the Contract; or
  - (b) recover in full from the Supplier any other loss sustained by the Buyer in consequence of any breach of this clause.

## **27. Equality, diversity and human rights**

- 27.1. The Supplier must follow all applicable equality law when they perform their obligations under the Contract, including:
- (a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise;
  - (b) any other requirements and instructions which the Buyer reasonably imposes related to equality Law.

- 27.2. The Supplier must take all necessary steps, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on the Contract.

## **28. Health and safety**

- 28.1. The Supplier must perform its obligations meeting the requirements of:
- (a) all applicable law regarding health and safety;
  - (b) the Buyer's current health and safety policy while at the Buyer's premises, as provided to the Supplier.
- 28.2. The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer premises that relate to the performance of the Contract.

## **29. Environment**

- 29.1. When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.
- 29.2. The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

## **30. Tax**

- 30.1. The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Buyer cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.
- 30.2. Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the Off Contract, the Supplier must both:
- (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions;
  - (b) indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.
- 30.3. If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:
- (a) the Buyer may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 30.2, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;

- (b) the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
- (c) the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with clause 30.2 or confirms that the Worker is not complying with those requirements;
- (d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

### **31. Conflict of interest**

- 31.1. The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Contract, in the reasonable opinion of the Buyer.
- 31.2. The Supplier must promptly notify and provide details to the Buyer if a conflict of interest happens or is expected to happen.
- 31.3. The Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential conflict of interest.

### **32. Reporting a breach of the contract**

- 32.1. As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected breach of law, clause 13.1, or clauses 26 to 31.
- 32.2. The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 32.1.

### **33. Resolving disputes**

- 33.1. If there is a dispute between the Parties, their senior representatives who have authority to settle the dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the dispute.
- 33.2. If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 33.3 to 33.5.
- 33.3. Unless the Buyer refers the dispute to arbitration using clause 33.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
  - (a) determine the dispute;
  - (b) grant interim remedies;
  - (c) grant any other provisional or protective relief.

- 33.4. The Supplier agrees that the Buyer has the exclusive right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 33.5. The Buyer has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 33.3, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 33.4.
- 33.6. The Supplier cannot suspend the performance of the Contract during any dispute.

### **34. Which law applies**

This Contract and any issues arising out of, or connected to it, are governed by English law.

## **Schedule 1**

### **1. DATA PROTECTION**

1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor of Cabinet Office Personal Data. The only processing of Cabinet Office Personal Data that the Processor is authorised to do is listed in Annex 1 to this Schedule by the Controller and may not be determined by the Processor.
2. The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
3. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, 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.
4. The Processor shall, in relation to any Cabinet Office Personal Data processed in connection with its obligations under this Agreement:

- (a) process that Cabinet Office Personal Data only in accordance with Annex 1, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Cabinet Office Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), 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 Processor Personnel do not process Cabinet Office Personal Data except in accordance with this Agreement (and in particular Annex 1);
  - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Cabinet Office Personal Data and ensure that they:
    - (A) are aware of and comply with the Processor's duties under this clause;
    - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
    - (C) are informed of the confidential nature of the Cabinet Office Personal Data and do not publish, disclose or divulge any of the Cabinet Office Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and
    - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Cabinet Office Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
  - (i) the destination country has been recognised as adequate by the UK government in accordance with Article 45 UK GDPR or section 74 of the DPA 2018;
  - (ii) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 DPA 2018) as determined by the Controller;
  - (iii) the Data Subject has enforceable rights and effective legal remedies;
  - (iv) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Cabinet Office Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and



- (v) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Cabinet Office Personal Data;
  - (e) at the written direction of the Controller, delete or return Cabinet Office Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Cabinet Office Personal Data.
- 5. Subject to clause 1.6, the Processor shall notify the Controller immediately if it:
  - (a) receives a Data Subject Request for Cabinet Office Personal Data (or purported Data Subject Request);
  - (b) receives a request to rectify, block or erase any Cabinet Office Personal Data;
  - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation in relation to Cabinet Office Personal Data;
  - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Cabinet Office Personal Data processed under this Agreement;
  - (e) receives a request from any third Party for disclosure of Cabinet Office 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.
- 6. The Processor's obligation to notify under clause 1.5 shall include the provision of further information to the Controller in phases, as details become available.
- 7. Taking into account the nature of the processing, the Processor shall provide the Controller 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 Controller) in relation to Cabinet Office Personal Data including by promptly providing:
  - (a) the Controller with full details and copies of the complaint, communication or request;
  - (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
  - (c) the Controller, at its request, with any Cabinet Office Personal Data it holds in relation to a Data Subject;
  - (d) assistance as requested by the Controller following any Data Loss Event;
  - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

8. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
  - (a) the Controller determines that the processing is not occasional;
  - (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
  - (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
9. The Processor shall allow for audits of its Data Processing activity of Cabinet Office Personal Data by the Controller or the Controller's designated auditor.
10. Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
11. Before allowing any Sub-processor to process any Cabinet Office Personal Data related to this Agreement, the Processor must:
  - (a) notify the Controller in writing of the intended Sub-processor and processing;
  - (b) obtain the written consent of the Controller;
  - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Schedule such that they apply to the Sub-processor; and
  - (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
12. The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
13. The Controller 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 Agreement).
14. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

**Issuer**  
**Information.**

Beauhurst **ALL REDACTED TEXT** under FOIA Section 40, Personal

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