

### Terms and Conditions

In these terms 'you', 'your', 'contractor', 'client' and 'customer' refer to our client; 'we', 'us', 'our' and 'uRisk' refers to uRisk Limited. In the event of inconsistency or conflict, these terms will prevail over any other document forming part of the contract between us or service provided by uRisk Limited.

#### 1. Advice and Instructions

1.1 We will work for you on the basis of these standard terms. The scope of work which we will carry out for you is as set out in correspondence from us to you.

1.2 uRisk is free to update these terms and conditions at any point with the terms and conditions applying with immediate effect.

1.3 By placing an order with uRisk, you confirm that you agree and accept these terms and conditions in full and are bound by these terms and conditions and by all work related uRisk Risk Assessment Method Statements (RAMS).

1.4 uRisk will not be liable or responsible for any information that has not been provided prior to quotation and/or works being carried out. Should any of the site details provided for the quotation be incorrect on the day of site attendance uRisk will apply additional charges for any additional assessments and/or works required.

1.5 uRisk offers a wide range of services to better improve service levels. In doing so uRisk works with sub-contractors to complete works that either we do not specialise in or have the staffing or facilities to carry out. You understand and accept by proceeding with any uRisk service that we may choose to use and delegate sub-contractors to complete your works at our discretion. uRisk ensures all sub-contractors are competent and able to complete all tasks required and have the appropriate levels of insurance. The sub-contractor will complete all works to the uRisk service level standards at all times.

#### 2. Limitations

2.1 We shall not be liable to you for any failure or delay or for the consequences of any failure or delay in performance of your instructions if it is due to any event beyond our reasonable control including without limitation acts of God, war, industrial disputes, protest, fire, flood, storm, tempest, explosion, acts of terrorism, and nation emergencies.

2.2 We will have no liability to you for loss of profit, loss of earnings, loss of business opportunity, increased operating costs, delayed operations, loss of goodwill or consequential or economic loss.

In relation to legionella risk assessment and remedial services:

2.3 All legionella risk assessments have been prepared for the exclusive use of uRisk's client and are subject to and issued in connection with the provisions of the agreement between uRisk and its



client. uRisk accepts no liability or responsibility whatsoever for or in respect of any use of or reliance upon this report by any third party.

2.4 uRisk will not guarantee any work in respect of blockages in waste and drainage systems etc. uRisk will not guarantee any work undertaken on or instruction from the customer and against the written or verbal advice of the operative/engineer. Any non-related faults arising from recommended work which has not been undertaken by uRisk will not be guaranteed.

2.5 uRisk shall not be held liable or responsible for any damage or defect resulting from work not fully guaranteed or where recommended work has not been carried out or where non-worked related faults are present. Work will not carry a guarantee where the customer has been notified by the operative either verbally or indicated in reports or in comments/ recommendations of any other related work which requires attention.

2.6 Where uRisk agrees to carry out works on water systems of inferior quality or over ten years old uRisk accepts no liability in respect of the effectiveness of such works or otherwise.

2.7 uRisk accepts no liability in respect of effectiveness, but not limited to, cold water storage tank ball valves and overflow correct operations whilst carrying out cold water storage tank cleans and/or disinfections. It is the client's responsibility to ensure all valves are serviced and operating correctly, and that overflows are of the correct size (double the incoming water supply as minimum) and in correct operation in their entirety. Should the ball valve or overflow not operate correctly and cause the cold water storage tank to overflow during or after works, the client accepts full responsibility as tanks are designed not to overflow or spill should the ball valve and overflow be operating correctly which is outside the scope of works and uRisk's responsibility.

2.8 If, after uRisk has carried out works, the customer is not wholly satisfied with the works uRisk is responsible for then the customer shall give notice in writing within 14 working days, and shall afford uRisk, and its insurers, the opportunity of both inspecting such works, and carrying out any necessary remedial works if appropriate. The customer accepts that if he/she fails to notify the company aforesaid within 14 days then uRisk shall not be liable in respect of any defects in the works carried out.

2.9 Satisfaction works shall be for labour only in respect of faulty workmanship for 14 working days from the date of completion with the manufacturer's warranty in force on products and materials. The satisfaction works will become null and void if the work/appliance completed/supplied by uRisk is:

- (a) Subject to misuse or negligence;
- (b) Repaired, modified or tampered with by anyone other than a uRisk member of staff. uRisk will accept no liability for, or guarantee suitability, materials supplied by the customer and will accept no liability for any consequential damage or fault.

3.0 The client understands that, as explained in the HSG 274 part 2 paragraph 21 published by the HSE - "Duty holders can use specialist contractors such as uRisk to undertake aspects of the operation, maintenance and control measures required for their water system. Whilst these



contractors have legal responsibilities, the ultimate responsibility for the safe operation of the water system rests with the duty holder." This includes but is not limited to the clients agreed responsibilities and tasks. If tasks are not carried out and/or are continued to not be carried out these can have a direct impact on the water quality and growth of legionella and other bacteria. Should you not undertake your responsibilities for any reason at any given time the client will be responsible for the growth of bacteria and will be responsible for remediating the risk and presence of bacteria.

Legionella Risk Assessment Disclaimer:

2.10 All surveys are conducted, and reports compiled on the basis of a programme of works, agreed by the client. In the preparation of this report it is confirmed that all reasonable care has been taken, taking into account the agreed remit and instructions issued regarding the scope of works. If further systems or equipment require an assessment, please contact uRisk for further guidance.

2.11 uRisk accepts no responsibility to any parties whatsoever, following the issue of this report, for any situations arising outside the agreed scope. This report is issued in confidence to the client and uRisk has no responsibility to any third parties to whom this report may be circulated, in part or in full, and any such parties rely solely on the contents of the report at their own risk. Whilst every effort has been made to ensure the accuracy of this report, uRisk cannot accept responsibility for any unforeseen omissions.

2.12 The assessors believe the information contained within this risk assessment report to be correct at the time of assessment. uRisk do not accept responsibility for any consequences arising from the use of the information herein. The report is based on matters, which were observed or came to the attention of the assessor during the day and time of the assessment and should not be relied upon as an exhaustive record of all possible risks, or hazards that may exist or potential improvements that can be made.

2.13 This survey was carried out on areas of the water system that were made accessible only. Any water services found on site, which were not made available are not included within this report; exclusion of these systems does not indicate absence.

Delivery of Risk Assessments

2.14 All assessments and/or reports will be transferred to the client electronically. Whilst all efforts will be made to send the client their assessment and/or report within 10-15 working days, uRisk may take up to 30 working days after the last scheduled assessment that forms part of your booking and/or purchase order.

### 3. Fees

3.1 Our fees are subject to periodic review, and any changes will be notified to you.

3.2 Factors reflecting our charges include but are not limited to such as: urgency of work, complexity of the task, the value of the transaction involved, hourly work and the responsibility falling on uRisk.



3.3 Please note that estimates and quotations are our indication of likely fee for carrying out the work specified. It is given on the basis of the information available to us at the time the estimate is supplied and is based on our experience and our assessment of the tasks you ask us to perform. There are many factors beyond our control that can result in our estimate being exceeded. For example, changes to your instructions, incorrect information supplied to uRisk, the requirements of third parties, lack of timely responses from others, and unexpected developments.

3.4 Unless stated in writing, uRisk fees are based on a fixed pricing structure. Duration of works is always approximate unless stated otherwise.

#### 4. Payment Terms

4.1 To secure your reservation for risk assessments, remedial works or any other works please pay the balance of your invoice within 24 hours of invoice date. Your booking will not be confirmed until uRisk has received payment in full, unless agreed in writing for the invoice to be paid within 30 days from the date of site visit. Where invoices are to be paid within 30 days from the date of site visit. All reports and/or documents will only be released upon full payment, unless agreed in writing for the delivery of the report and/or documents to be released earlier.

4.2 It is the sole responsibility of the issuing company or individual of the purchase order or booking to make the payment in full. uRisk accepts no payments from third parties. By issuing the purchase order or booking confirmation you are confirming you agree to make the invoice payment in full and agree to uRisk's terms and conditions.

4.3 All uRisk legionella monitoring contracts, also known as membership contracts, invoices are to be paid on a standing order basis every month on the 1<sup>st</sup> of every month. Or within 30 days from the date of invoice if agreed in writing.

4.4 All fees are plus VAT at the prevailing rate and to be paid in British Pound Sterling (£).

#### Out of Hours

4.5 Work carried out outside normal working hours which are between 0900am to 1700pm Monday to Friday will be charged at uRisk current rates. Saturday 1.7, Sunday double time, bank holidays double time and night work 1.7.

#### Consultants & Third Parties

4.6 If you are a consultant or third party acting on behalf of the client you must make uRisk aware of this. Your client must provide the booking confirmation or purchase order only, as the company or individual to provide the purchase order is responsible for the payment of works in full.

#### 5. Penalties

5.1 In the event of a late payment or non-full payment a penalty will be charged as follows, the



customer will pay a surcharge of 10 percent per month of the value of the invoice. Late payments exceeding 15 days after date of invoice uRisk reserves the right to seek legal action. All subsequent legal action, court costs and fees will be charged to the customer. All scheduled works are subject to being postponed until payments have been made in full.

5.2 uRisk reserves the right at any time to suspend or cancel the supply of services to you until any and all outstanding charges have been paid by you in accordance with these terms and conditions.

### 6. Cancellation (excludes contracts)

6.1 Notice must be given 5 working days prior to works being carried out. Thereafter charges will be applicable. If the customer cancels their instructions prior to work being carried out or material supplied, then the customer shall be liable for any related expenditure by uRisk for the order.

6.2 uRisk reserves the right at any time and for any reason to terminate the agreement in whole or in part by giving the client written notice whereupon all work on the agreement shall be discontinued.

6.3 In the event the client cancels any service before uRisk is due to supply or complete those services, you shall be liable to pay uRisk a cancellation fee of:

#### Commercial and Industrial Cancellation Fees

(a) £150.00 or 75%, whichever is greater, of the estimate/quote/invoice service cost in respect of all uRisk services, within 24 hours of written notification prior to commencement of site activities and/or booking date.

(b) £150.00 or 50%, whichever is greater, of the estimate/quote/invoice service cost in respect of all uRisk services, within 4 working days of written notification prior to commencement of site activities and/or booking date.

#### Residential and Domestic Cancellation Fees

(a) £55.00 or 75%, whichever is greater, of the estimate/quote/invoice service cost in respect of all uRisk services, within 24 hours of written notification prior to commencement of site activities and/or booking date.

(b) £55.00 or 50%, whichever is greater, of the estimate/quote/invoice service cost in respect of all uRisk services, within 4 working days of written notification prior to commencement of site activities and/or booking date.

6.4 Postponement on the day or less than 5 working days' notice is subject to the cancellation fee as stated above.

6.5 Postponement of a confirmed booking over 5 working days is acceptable provided that uRisk receives written notice prior to the original booking date.



6.6 Postponement made and carried over on 2 or more occasions shall not be re-scheduled unless otherwise agreed in writing with uRisk and shall be subject to the cancellation fee in respect of each cancellation.

### 7. Refunds

7.1 uRisk provides no refunds for any services that are provided in their entirety.

### 8. Access & Abort Visits

8.1 Access plays a crucial role in keeping our clients compliant as well as our costs and prices low and competitive. Where access is not achieved to rooms, buildings or sites due to various circumstances, i.e. incorrect keys provided, incorrect address provided, incorrect information provided, no keys provided, the occupant is not present (where stated they would be), rooms unavailable, occupied or inaccessible, and for any other reason the rooms, buildings or sites will be deemed an abort visit where abort charges will apply.

8.2 An abort visit takes effect when uRisk staff or sub-contractors have been booked to carry out services for the client but were denied or unable to obtain access upon arrival, or provided with incorrect information to complete or carry out the works stated on the purchase order or in the booking process.

8.3 Due to time spent travelling to and from, loss of earnings, staff costs, and further administration costs, you shall be liable to pay uRisk an abort fee of:

Commercial and Industrial Abort Fees:

£150.00 or 75%, whichever is greater, of the estimate/quote/invoice service cost in respect of all uRisk services.

Residential and Domestic Abort Fees:

£55.00 or 75%, whichever is greater, of the estimate/quote/invoice service cost in respect of all uRisk services.

8.4 uRisk staff and sub-contractors may, at their discretion, provide a 10-minute grace period for the corrective works to be completed by the client. However, they are under no obligation to wait for corrective measures to take place and may decline the grace period.

### 9. Orders, Bookings and Delays

9.1 On receipt of the customers purchase order instruction, booking confirmation to proceed or payment, uRisk will carry out all agreed scope of works. By issuing a purchase order, booking confirmation or payment you confirm that you have read and agree to uRisk's full terms & conditions.



9.2 uRisk will use its best endeavors to ensure that the staff shall attend on the date and time agreed. However, uRisk accepts no liability in respect of non-attendance or late attendance on site of the engineer/staff or for the late or non-delivery of services, products or materials.

9.3 uRisk shall not be liable for any delay or for the consequences of any delay in performing any of its obligations if such delay is due to any cause whatsoever beyond its reasonable control, and uRisk shall be entitled to a reasonable extension of the time for performing such obligations.

### 10. Timing of Work

10.1 All timeframes suggested or advised by uRisk staff should be used as guidance only. uRisk cannot take responsibility for extended work timeframes due to unforeseeable and significant variables that may impact completion times. The client will allow uRisk staff as much time as required to complete the task. If uRisk are, for any reason, stopped during works or prior to works, the full invoice rate will still be charged. And further charges will apply for any additional time required to complete the works where an additional visit is required.

### 11. Copyright

11.1 The concepts, information, reports, assessments, documents and media produced by uRisk are the property of uRisk. Use, editing or copying of documentation and/or property in whole or in part without the written permission of uRisk constitutes an infringement of copyright and of these terms and conditions. These terms and conditions apply in full to all re-branded and 'white label' concepts, information, reports, assessments, documents and media produced by uRisk and they remain the property of uRisk. This includes but is not limited to all companies that use uRisk Limited's services to produce concepts, information, reports, assessments, documents and media on their behalf.

### 12. Price Match Promise

12.1 At uRisk we strive to offer our customers first class service at competitive prices. In order to uphold our Price Match Promise to not be beaten on price, we actively monitor the prices offered by our competitors and adjust our own pricing accordingly.

12.2 If you find a cheaper quote we'll match it. Simply email us the competitor's formal quotation, ensuring, date and price are shown, and we will match the competitor price if within policy.

#### 12.3 Terms and Conditions of Price Match Promise

- Only applicable at quoting stage;
- Quote must be within last 30 days and by a limited company with over 5 years trading;
- Service must be identical (number of properties, tanks, outlets, etc.);
- Vouchers and discounts cannot be applied to uRisk's price match promise;
- The competitor must be based within the UK;
- Works must be within a 2-hour commute from Baldock, Hertfordshire;
- We will not match promotional offers;
- We reserve the right to withdraw this Price Match Promise at any time;





- VAT must be included in the price.

### 13. Titles to Goods

13.1 Title to any goods, supplied by uRisk to the customer shall not pass to the customer but shall be retained by uRisk until payment in full for such goods has been made by the customer to uRisk. Until such time as title in the such goods has passed to the customer:

- (i) uRisk shall have absolute authority to repossess, sell or otherwise deal with or dispose of all any or part of such goods in which title remains vested in uRisk.
- (ii) for the purpose specified in (i) above, uRisk or any of its agents or authorised representatives shall be entitled at any time & without notice to enter any premises in which goods or any part thereof is installed, stored or kept, or is reasonably believed so to be.
- (iii) uRisk shall be entitled to seek a court injunction to prevent the customer from selling, transferred or otherwise disposing of such goods.

13.2 Notwithstanding the foregoing, risk in such goods shall pass on delivery of the same to the customer, and until such time as title in such goods has passed to the customer, the customer shall insure such goods to their replacement value and the customer shall forthwith, upon request, provide uRisk with a certificate or other evidence of such insurance.

13.3 These terms and conditions may not be released, discharged, supplemented, interpreted, varied or modified in any manner except by an instrument in writing signed by a duly authorised representative of uRisk. Further, these terms and conditions shall prevail over any terms and conditions used by the customer or contained or set out or referred to in any documentation sent by the customer to uRisk; by entering into a contract with the uRisk the customer agrees irrevocably to waive the application of any such terms and conditions.

13.4 uRisk shall only be liable for rectifying works completed by uRisk and shall not be held responsible for ensuing damage or claims resulting from this or other work overlooked or subsequently requested and not undertaken at that time.

### 14. Health & Safety

14.1 The client acknowledges, and must inform all concerned, that all areas of the site/property are to be accessible, and must be reasonably safe with clear access, lighting and safe grounding, in particular confined spaces, lofts and basements. Where access is hazardous to health and safety, remedial works may be recommended. uRisk staff and sub-contractors reserve the right to refuse to carry out works in areas they deem unsafe, where the full price of quoted works remains in full force. uRisk staff and sub-contractors are not required to move any items and/or objects blocking access and may choose to do so at their own discretion.

### 15. General Terms

15.1 Security - All domestic/residential external doors will be locked as found upon arrival when issued with key access. The customer/client must make uRisk aware of any alarms or security





systems present at the site/property before the visit and will not be responsible for activating or de-activating alarms or security systems.

15.2 Pets - The customer/client must make uRisk aware, in writing, of any pets that are kept within the site/property, where work is to be carried out. Pets should be kept in a safe restricted area away from uRisk staff so that works can be carried out, this area must be identified and provided prior to uRisk visit.

15.3 Online Legionella Awareness Course Disclaimer - By undertaking uRisk's online legionella awareness course uRisk accepts no liability for misinterpretation. This course is intended as an awareness course only and does not qualify you as a legionella risk assessor or specialist.

15.4 Right to Refuse or Decline Work - uRisk reserves the right to refuse or decline work at its own discretion. Where uRisk agrees to carry out works for the customer those works shall be undertaken by the designated operative at uRisk's absolute discretion.

### 16. Complaints Policy

16.1 In the event the company receives a complaint from a client the complaint will be logged within our system, and a person shall be assigned to deal with the complaint. The complaint shall be acknowledged formally in writing within 5 working days outlining the person dealing with the complaint and timescales for the investigation, timescales shall usually be 1 month however if additional time is required the complainant shall be informed of this in writing. On completion of the investigation the complainant shall be informed in writing of the outcome, including where necessary, any corrective actions and opportunities for improvements which have been identified.

### 17. Confidentiality

17.1 We shall keep confidential all information which concerns you and your business and is of a confidential nature and shall not disclose it unless you authorise us to do so or we are required to do so by law. We may, of course, disclose it to our professional advisers and any subcontractors we may engage in relation to your work, provided that they are under equivalent obligations to keep all information disclosed as part of our contract with yourselves confidential.

### 18. Communication

18.1 We shall communicate with you by post, phone and email. The use of email may not be as secure as other forms of communications; however, unless you instruct us to the contrary, we shall be entitled to assume that you have no objection to our communicating with you, and sending attachments to you, by email whether in general or for the communication of specific information. Additional charges may apply for postage and packaging.

### 19. Third Party Rights

19.1 Nobody who is not a party of this contract is intended to have any right to enforce any part of it pursuant to the Contracts (Right of Third Parties) Act 1999.



## 20. Law and Jurisdiction

20.1 This Agreement shall be construed in all respects under the law of England and Wales and the Courts of England and Wales shall have non-exclusive jurisdiction in all matters relating thereto.

### Legionella Monitoring Contracts

In these terms 'Membership Contract', 'Legionella Monitoring Contract', 'Legionella Management Contract', 'Contract' refers to the contract between uRisk and the Client. In the event of inconsistency or conflict, these terms will prevail over any other document forming part of the contract between us or service provided by uRisk Limited.

## 1. Terms of Agreement

The customer hereby agrees to engage the service provider to provide the customer with services (the "Services") consisting of:

1.1 Periodic testing, monitoring, and works activities as highlighted in the division of responsibilities listed in the contract; all in compliance with HSE Guidelines ACoP L8 Code of Practice & Guidance.

1.2 The service provider will carry out the tasks and activities listed of him in a timely and diligent manner. If the service provider cannot perform the services within the time frame provided by this agreement due to the client, the services may still be charged.

1.3 The client/tenant/occupier and/or facilities management/maintenance contractor undertake and agree to carry out the duties listed of them, also in timely and diligent manner.

1.4 Should any tests, readings, analysis or other factor indicate fault or non-compliance, immediate notification will be made to the named responsible person; with assessment, investigation and repair/ remedial actions taken to address and restore compliance with ACoP L8. These actions may be at an addition charge if outside the scope of works of the contract.

1.5 The term of this agreement will begin on the date of this agreement and will remain in full force and effect for the period of this contract the agreed term being capable of extension by mutual written agreement of the parties.

1.6 In the event that the service provider wishes to terminate this agreement at a date before the end of this agreement, they will be required to provide a notice period of 3 months

1.7 Except as the otherwise provided in this agreement, the obligations of the service provider will terminate upon the earlier of the service provider ceasing to be engaged by the customer or termination of this agreement by the customer or the service provider.



### 2. Performance

2.1 The parties agree to do everything necessary to ensure that the terms of this agreement take effect.

### 3. Remuneration

3.1 For the services rendered by the service provider as required by this agreement, the customer will pay to the service provider remuneration as detailed in the contract value indicated.

3.2 Remuneration will be payable on a standing order basis every month on the 1<sup>st</sup> of every month. Or within 30 days from the date of invoice if agreed in writing.

3.3 All fees are plus VAT at the prevailing rate and to be paid in British Pound Sterling (£).

### 4. Provision of Extras

4.1 During the contract period recommendations, new risk assessments or requests might be made to alter or include additional services, tasks or activities to ensure all compliance requirements have been met or remedial/repair activities undertaken. Any additional works, testing or monitoring services will be charged in addition to the agreed sum within this agreement.

### 5. Payment Penalties

5.1 Please see our terms and conditions for payment penalties.

### 6. Performance Penalties

6.1 No performance penalty will become applicable or charged if the service provider does not perform the services within the time frame provided by this agreement.

### 7. Confidentiality

7.1 The service provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information with respect to the business of the customer, which the service provider has obtained, except as a necessary or desirable to further the business interests of the customer. This obligation will continue for 5 years upon termination of this agreement.

### 8. Non-Solicitation

8.1 The service provider agrees that during the term of this agreement, the service provider will not in any way directly or indirectly interfere with or disrupt the customer relationship with its employees or other service providers.



### 9. Service Provider Ending the Contract Agreement

9.1 If you do not observe any of the conditions of this agreement and you do not within a reasonable time remedy the situation after we have brought any matter to your attention, you will be deemed to have repudiated this agreement. Repudiation occurs when your actions indicate to us that you no longer intend to observe your duties under this agreement.

### 10. We will bring this agreement to an end in writing to you if –

10.1

a) Repudiation occurs

b) you, or any guarantor of this agreement being a company, are unable to pay your debts (as defined within the insolvency act 1986) go into liquidation, amonisation, or have a receiver or administrator appointed over all or any of your assets.

10.2 If the freehold of the monitored site is sold, or the possession changes, and the monitoring contract is not transferred to the new owner then the agreement will become void upon date of transfer. The intention of the new owner/occupier must be sought prior to this period such that they have reasonable time to determine and procure alternative arrangements to maintain compliance under their statutory duties and ACoP L8.

### 11. Assignment

11.1 The service provider will not voluntarily or by operation of law assign or otherwise transfer its obligation under this agreement without prior written consent of the customer.

### 12. Capacity/ Independent Contractor

12.1 It is expressly agreed that the service provider is acting as an independent contractor and not as an employee in providing the services under this agreement. The service provider and the customer acknowledge that this agreement is between both parties, where the service provider is free to use sub-contractors where it sees necessary.

### 13. Modifications of Agreement

13.1 Any amendment or modification of this agreement or additional obligation assumed by either party in connection with this agreement will only be binding if evidence in writing signed by each party or an authorised representative of each party.

### 14. Notice

14.1 All notices, requests, demands or other communications required or permitted by the terms of this agreement will be given in writing and delivered to the parties of this agreement as follows:



a) the customer – as detailed in the contract

b) the service provider – uRisk (uRisk Limited)

### **15. Communications**

15.1. Communications must be made in writing in the site water log book by both the customer as detailed in the contract and the service provider, where anomalies and/or issues arise that pose a potential risk of legionella proliferation. Details should include but are limited to: the risk, remedial action required, dates, names and signatures. The customer should also email the service provider as soon as anomalies and/or issues arise that pose a potential risk of legionella proliferation.

### **16. Costs & Legal Expenses**

16.1 In the event that legal action is brought to enforce or interpret any term of this agreement, the prevailing party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

### **17. Timing**

17.1 Time is of the essence in this agreement. No extensions or variation of this agreement will operate as a waiver of this provision.

### **18. Entire Agreement**

18.1 It is agreed that there is no representation, warranty, collateral agreement or condition affecting this agreement except as expressly provided in this agreement.

### **19. Implied Obligation**

19.1 It is the intention of both parties that any implied obligations referenced or defined in the supply of goods act 1979 as amended, are expressly excluded for the purposes of this agreement.

### **20. Limitation of Liability**

20.1 It is understood and agreed that the service provider will have no liability to the customer or any other party for any loss or damage (whether direct, indirect, or consequential) which may arise from the provision of the services.

### **21. Currency**

21.1 All monetary amounts referred to in this agreement are in sterling pounds.



### 22. Third Party Rights

22.1 Third parties cannot benefit from this agreement under the contracts (rights of third parties) act 1999.

### 23. Titles/ Headings

23.1 Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this agreement.

### 24. Dispute Resolution

24.1 In the event a dispute arises out of or in connection with this agreement the parties will attempt to resolve the dispute through friendly consultation.

24.2 If the dispute is not resolved within a reasonable period then any or all-outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the United Kingdom of Great Britain and Northern Ireland.

### 25. Severability

25.1 In the event that any of the provisions of this agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this agreement.

### 26. Contract Cancellation by The Client

26.1 You can cancel your contract at any time by calling us on 01462 419444 or by email at [contact@urisk.co.uk](mailto:contact@urisk.co.uk). You'll need to pay the outstanding balance of your contract's total sum for the full contract duration, including any late or additional fees.

### 27. Waiver

27.1 The waiver by either party of a breach, default, delay or omission of any of the provisions of this agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions. *If you have any queries about our Terms and Conditions, please contact us at [contact@urisk.co.uk](mailto:contact@urisk.co.uk).* By proceeding with uRisk services you have agreed to the above principles. These terms and conditions are a legal document under exclusive jurisdiction of the English courts. Company Registration Number - 7614494.

### 28. Law and Jurisdiction

28.1 This Agreement shall be construed in all respects under the law of England and Wales and the Courts of England and Wales shall have non-exclusive jurisdiction in all matters relating thereto.



### Privacy Policy

uRisk is committed to protecting your privacy, and that includes protecting the privacy of any data you share with us. This policy sets out what data we collect, what we do with your data, when and how we store your data, and what you can do if you have questions or wish to exercise rights you have with respect to your data.

#### What data do we collect, and why?

Through the use of pages on our website and interaction with our products and services, we may collect data from you. Sometimes the data we collect relates to you or identifies you. In this policy, data that relates to or identifies a natural person is defined as “personal data.” “Data” always includes personal data. Our goal is always to maintain the highest levels of privacy and security with your personal data, in keeping with the principles of the Federal Trade Commission Act and related regulations, the General Data Protection Regulation, and applicable local privacy laws. We will always try to give you appropriate notice of what data we collect and how we will use it, and we will only process your data when we consider it fair and lawful to do so.

We may collect the following data from you:

- Records of your visits to our website, through cookies and otherwise (which records may include: traffic data; location information; logs; information about your computer or mobile device such as if applicable your IP address, operating system, mobile carrier, or device identifying information)
- Records of correspondence between us and you (for example, records of your and our communication for purposes of support services)
- Comments, posts, or other data you upload to our site (for example, in the comments section of our blog posts)
- Information you provide by completing forms on our website or in our products and services (for example, purchase information and information you provide when subscribing to newsletters or contacting us)
- Sometimes the reason for collection will be obvious (such as when you give us your email address to allow us to contact you). When it is not, we will describe to you at the time of collection the purpose for collecting the data and if possible ask for your consent. To the extent possible, we anonymize or pseudonymize data we collect from you.

In general, we do not intentionally collect sensitive personal data. Sensitive personal data is data of the kind regulated by Article 9 or Article 10 of the GDPR, such as personal identity numbers; financial account information; information concerning racial or ethnic origin; political opinions; religious, philosophical, or other beliefs; membership in trade unions or professional or trade associations; physical or mental health information; biometric data; genetic data; data concerning sexual activity or orientation; or data concerning criminal records or suspected criminal activity. However, if you provide us with sensitive personal data, whether through the website or through any of our products or services, you explicitly consent to our use and processing of that data.

Additionally, we do not intentionally collect personal data from anyone under the age of eighteen





(18), and to the extent reasonably possible we take steps to verify that you are a legal adult when we collect data from you. By using our website, products, or services, and by submitting any data to us, you warrant that you are eighteen (18) years of age or older.

### **How do we use data we collect from you?**

We use the data we collect from you to provide information, services, or products you have requested or purchased, and to allow you to interact with us and the website. This may include sending you emails from time to time; these emails always contain either information you have requested or that you have consented to receive, or information we have a legitimate interest in delivering (such as notices of product changes). You can always unsubscribe from any email list by clicking the indicated link in the email.

Additionally, our website uses cookies to obtain your IP address, browser information, and information about the technology you use to interact with us by placing a piece of software into your browser. If you wish to change the way cookies work or remove them, you can do so by changing your browser's preferences or settings. Doing so may impact the way the website appears or functions for you.

When applicable we analyse this information to improve our website, improve the products and services we provide, and to protect us and you from malicious web activity. We may share this information with third parties. Those third parties and their respective privacy policies are as follows:

- Google Analytics (<https://policies.google.com/privacy>)

### **How long do we keep your data?**

In general, we keep your data only as long as necessary to provide the service or product you requested. If you are a customer who has an account with us, we will keep the data connected to your account until you ask us to destroy it. This is in order to help us remember information about previous interactions with you (for example, records of support service) or in order to comply with our legal and contractual obligations. Ordinarily, if your account is inactive, your data will only be stored so that the account can be reactivated in the future, and your data will not be processed for any other purpose. You can ask us to destroy your data at any time by following the procedures outlined in this policy, but if we do not have certain information about you, it may be impossible for us to provide any products or services to you.

### **Where is your data stored?**

We are a business located in the UK. When we store your data, it is stored in the UK. However, data we collect may be routed or transferred internationally by us or by our business partners during the course of providing products and services to you and others.



### How do we ensure your data is secure?

We take a number of steps to ensure that data we collect is protected from unauthorized access, alteration, disclosure, or destruction, including the following:

- Many of our services are encrypted using SSL.
- We regularly review our data collection, storage, and processing practices, including physical and electronic security measures.
- We restrict access to your personal data to only those employees, agents, and business partners who need access to it in order to deliver requested products and services.
- All of our employees, agents, and business partners are subject to strict confidentiality and nondisclosure obligations, the violation of which may result in termination and/or liability.
- All of our employees and agents receive regular appropriate training, including training in information privacy suitable to their respective fields and disciplines.

### Do we share your data?

We may transfer your data to our business partners, some of whom may be located in other countries. We strive to do business only with partners who uphold high standards of data privacy and security, and whenever we transfer data to a third party, we take steps to make sure that the data will remain secure and private as required by applicable law and our internal guidelines.

Sometimes we may be required to share your data for specific purposes. These purposes may include:

- In order for us to comply with a legal obligation or to detect, prevent, or otherwise address fraud or crime
- In order to detect or correct technical or security issues
- In order to apply or enforce our Terms and Conditions, or to protect the rights, property, or safety of us, you, our customers, our business partners, others, or the public
- In order to maintain continuity of service in the event that we sell or liquidate some or all of our business or assets
- Additionally, our website may contain links to our business partners or other third parties. Please understand that those websites have their own policies, and we do not accept any responsibility or liability for your use of those websites or any products or services available there.

### What about data we obtain from third parties?

Sometimes we may obtain your personal data from a third party, either through the use of our website or through some of our products or services. Due to the nature of our products, it is possible that we may even obtain your data unsolicited from a third party. We may also obtain your personal data from our business partners through contractual relationships or through software they develop. We apply the same standards of security and privacy to all personal data in our possession, and you have rights with respect to your data regardless of its source. When and to the extent possible, we



will notify you of the source if we obtain your data from a third party without your consent within at least thirty (30) days.

### **Are you required to supply us with your personal data?**

Sometimes we have to have your personal data in order to interact with you. Supplying some personal information is a prerequisite to purchasing products or services from us, obtaining support services, or using the website. If you do not provide the requested data in those instances, you will not be able to purchase any products or services from us, you will not have access to support services, and you may lose some functionality when interacting with the website, respectively.

### **What rights do you have with respect to your personal data?**

You have a right to know if we have any of your personal data and to have access to that data, and you have the right to have any incorrect personal data corrected. If you have given us consent to have or use your data, you have the right to withdraw that consent at any time. You also have the right to have your personal data erased or to transport your data. Ordinarily we do not use automated decision-making with respect to any personal data, but if we do, you have the right to object.

You have the right to lodge a complaint with a supervisory authority. Which authority is appropriate varies depending on your jurisdiction. If you wish to lodge a complaint, we can assist you in determining where the complaint should be lodged.

You may contact us at any time at <https://www.urisk.co.uk/contact-us>, to exercise any of these rights. Understand that sometimes we have to have your data in order to interact with you, and so exercising some or all of these rights might impact your ability to use our website or our products and services.

### **What if you have further questions?**

If you have any additional questions about our privacy practices, please contact us at <https://www.urisk.co.uk/contact-us>.



### Service Agreement for Contractors Sub-Contracting to uRisk

The contractor agrees to the following terms and conditions and to uRisk's service agreement:

- For good consideration, and consideration of contracting uRisk, the undersigned of the service agreement, hereby agrees that upon the termination of the contract and notwithstanding the cause of termination of, shall not compete with the business of uRisk or its successors or assigns;
- The term "non-compete" as used in this agreement means that the contractor contracting uRisk's services shall not directly or indirectly work on behalf of any firm engaged in a business substantially similar and competitive with uRisk;
- This non-compete agreement shall remain in full force and effect for three years commencing with the date of the agreement termination;
- Copyright - The concepts, information, data, reports, assessments and documents produced by uRisk are the property of uRisk. Use, editing or copying of documentation and/or property in whole or in part without the written permission of uRisk constitutes an infringement of copyright and of these terms and conditions. These terms and conditions apply in full to all re-branded and 'white label' concepts, information, reports, assessments and documents produced by uRisk and they remain the property of uRisk. This includes but is not limited to all companies that use uRisk Limited's services to produce concepts, services, information, reports, assessments and documents on their behalf;



This document including but not limited to the: Terms and Conditions, Privacy Policy and Service Agreement shall be construed in all respects under the law of England and Wales and the Courts of England and Wales shall have non-exclusive jurisdiction in all matters relating thereto.

Issued for and on behalf of uRisk Limited

Print Name: .....

Position: .....

Signed: .....

Date: .....

**Contractor**

I, an authorised person on behalf of the company below, accept the terms and conditions, privacy policy and service agreement of this document

Company Name: .....

Print Name: .....

Position: .....

Signed: .....

Date: .....

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