

1. Introduction and Contract Formation

- 1.1. Unless otherwise agreed in writing by CareShield, these Terms and Conditions apply to all services supplied by CareShield to the exclusion of any other terms and conditions. That exclusion applies to any terms and conditions proposed by the Customer or included in any purchase order issued by the Customer.
- 1.2. CareShield Ltd ("CareShield") is a limited company registered in England under number 07046013 and its registered office is at 1st Floor, Bank House, Primett Road, Stevenage, Herts, SG1 3EE The VAT registration number is GB 981228202.
- 1.3. Following a request from a prospective Customer to provide a Training Solution, CareShield will have issued a proposal to that Customer. Once that proposal has been accepted, the Customer MUST sign an Order Form (or order confirmation email) that sets out the Training Solution ordered by the Customer and refers to and incorporates these Terms and Conditions and any Service Specification for the Training Solution. Upon receipt of confirmation of the order, a contract is formed between CareShield and the Customer.
- 1.4. If the contract for the supply of any Training Solution is renewed or extended beyond the Initial Term, CareShield's Terms and Conditions in force at the time of renewal or extension will apply.
- 1.5. If there is any conflict or inconsistency between these Terms and Conditions and any CareShield Order Form, the Order Form will prevail. If there is any inconsistency between these Terms and Conditions and any content on CareShield's website, these Terms and Conditions will prevail.

2. Definitions and Interpretation

- 2.1. In these Terms and Conditions, the following expressions have the meanings set opposite:

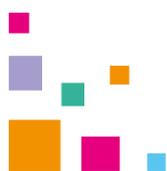
the **Charges** being the recurrent charges for the provision of support and maintenance, the provision and installation of the Equipment and/or for any other service set out in the Order Form;

the **Commencement Date** is the date on which CareShield commences the provision of the Training Solution;

Confidential Information or any other form of information (regardless of the form in which it is stored or disclosed) relates to either CareShield's or the Customer's customers or business;

a **Contract** is a contract between CareShield and the Customer as described in Clause 1.3;

the **Customer Data** is the data which the Customer or any User inputs into the eLearning courses for the purpose of using the Training Solution, or which CareShield inputs into the eLearning courses for the Customer for the purpose of facilitating the Customer's use of the Training Solution. Data includes learner email address, name, work location, job role and assigned courses and any other identifiable data that may be specified by the Customer;



the **Data Protection Legislation**: Prior to the 25 May 2018, the Data Protection Act 1998 and after that date (i) unless and until the General Data Protection Regulation ((EU) 2016/679) (“GDPR”) is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 2018.

a **Defect** being a failure to comply in a material respect with the Service Specification and “Defective” is to be construed accordingly;

the **eLearning Courses** being the software courses that CareShield provides for use by the Customer and the Users as part of the Training Solution, including any associated user documentation;

the **Equipment** being any computer equipment, terminals, peripheral equipment, or communications equipment that CareShield has provided to the Customer as part of the Training Solution;

a **Harmful Element** is any virus, worm, time bomb, time lock, drop dead device, trap and access code or anything else that might disrupt, disable, harm or impede the operation of any information system, or that might corrupt, damage, destroy or render inaccessible any software, data or file on, or that may allow any unauthorised person to gain access to, any information system or any software, data or file on it;

the **Initial Term** is the minimum duration of any Training Solution as set out in the Order Form, beginning on the Commencement Date;

Intellectual Property Rights pertains to any patent, trade mark, service mark, registered design, copyright, design right, right to extract or exploit information from a database, database rights, know-how, confidential information or process, any application for any of the above and any other intellectual property right recognised in any part of the world, whether or not now existing or applied for, and all accrued rights of action in respect of any such right;

the **Location** is the premises of the Customer at which any training is to be provided or to which any Equipment is to be delivered;

Normal Business Hours means 8.30 am to 5.30 pm, Mondays to Thursday, and 8.30am to 4pm Friday, excluding English bank holidays and the period between Christmas and New Year;

the **Order Form** is either the Order Form or the Contract issued by CareShield to the Customer;

the **Price** is the fixed price to be paid for the Training Solution as stated in the Order Form. Should the number of courses contracted for or the number of users be exceeded then unless specified in the contract, the over usage of courses or users will be charged at CareShield's prevailing rates at the times the over usage occurred.

the **Project Manager** being the CareShield project manager identified on the Order Form

the **Project Plan** as prepared by CareShield, in co-operation with the Customer, and where appropriate, has been agreed and signed by both parties;



the **Service Specification** is a specification that has been agreed between the Customer and CareShield for the Training Solution, or that specification as amended by the written agreement of the Customer and CareShield from time to time, and otherwise CareShield's description of the relevant services on CareShield's website from time to time;

the **Terms and Conditions** refers to these terms and conditions;

the **Training Solution** is the training service made available to the Customer online via CareShield's portal incorporating the eLearning courses and the services as described in Service Specification applicable to that Training Solution; and

a **User** being any individual employed or engaged by the Customer, any individual allowed by the Customer to have access to use any eLearning course by using any of the Customer's passwords or IDs. A user must be UK based. If the contract is signed other than in the UK the users will be based according to the country of signature.

- 2.2. Any reference in these Terms and Conditions to a statute or regulation is to be construed as a reference to that statute or regulation as amended or re-enacted from time to time.
- 2.3. The definitions set out in the Data Protection Act 2018 Legislation apply to words and expressions with an initial capital letter appearing in clause 12 of these Terms and Conditions.
- 2.4. The Interpretation Act 1978 applies to these Terms and Conditions as if they were an enactment
- 2.5. A reference to a Condition or a Section is to a condition or section of these Terms and Conditions.
- 2.6. The headings in these Terms and Conditions are for ease of reference only; they do not affect their interpretation or construction.

3. Access to the Training Solution

- 3.1. With effect from the delivery of a Training Solution to the Customer, CareShield grants the Customer a non-exclusive and non-transferable right to use the Training Solution for the Initial Term or until the earlier termination of the Contract by CareShield.
- 3.2. The Customer may not sub-license the use of the Training Solution or make it available to anyone else (except its employees), share its use, or use it for the purposes of providing a bureau service, or any application service.
- 3.3. The rights granted in Condition 3.1 are granted only to the Customer and are not granted to any affiliate of the Customer or any other person.
- 3.4. Subject to Condition 3.5, CareShield will use reasonable endeavours to make the Training Solution available in accordance with the Service Specification, except for when planned or preventative repair, maintenance, upgrade, update, support, testing or implementation of any system is carried out in accordance with the Service Specification and when emergency or unplanned repair, maintenance, upgrade, update, support, testing or implementation of any system is carried out.



- 3.5. CareShield may upon reasonable notice to the Customer, suspend access to the Training Solution without liability to the Customer if:
- 3.5.1. there has been, or if CareShield suspects that there may have been, a breach of security, or a breach of this Agreement, or any unlawful or illegal use of the Training Solution by the Customer, by any User or by any other person;
 - 3.5.2. CareShield knows or suspects that a Harmful Element has been introduced into the Training Solution; or
 - 3.5.3. CareShield knows or suspects that any Customer Data infringes the Intellectual Property Rights or other rights of any third party, or is in any way unlawful, or is likely to lead to any third party instituting or threatening legal proceedings against anyone.

4. The Customer's Obligations

- 4.1. The Customer agrees that:
- 4.1.1. the maximum number of individuals which it authorises to access and use the Training Solution will not exceed the number of Users specified in the Order Form;
 - 4.1.2. each User will have a password for their use of the Training Solution, will keep their password and any other means of identification, authentication or verification issued secure and confidential and not share it with any other person;
 - 4.1.3. it will allow CareShield to audit the use of the Training Solution from time to time to establish the name and password of each User and the number of individuals using the Training Solution;
- 4.2. If any audit referred to in Condition 4.1.3 reveals that the Customer has underpaid any Charges to CareShield, the Customer will immediately pay CareShield an amount equal to that underpayment, calculated in accordance with the amount per User set out in the Order Form.
- 4.3. The Customer will not:
- 4.3.1. except to the extent expressly permitted under a Contract, copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute the Training Solution or any eLearning course, in any form or media or by any means, and not to attempt to do any of the above;
 - 4.3.2. except to the extent permitted by any applicable law which the parties cannot exclude by agreement, reverse compile, disassemble, reverse engineer or reduce to human-readable form all or any of the eLearning Courses, and not to attempt to do any of the above;
 - 4.3.3. use the Training Solution and eLearning Courses (or either of them) to create, promote or supply a product or service which competes with any of the Training Solutions or the eLearning Courses;



- 4.3.4. use the Training Solution or the eLearning Courses to provide any service to any third party or share the use of the Training Solution with any third party;
 - 4.3.5. license, sell, rent, lease, transfer, assign, distribute, display, disclose, exploit, make any of the Training Solution or the eLearning Courses available to any third party except to the Users; or
 - 4.3.6. assist any third party to do any of the acts prohibited by Conditions 4.1.3 to 4.3.5 (inclusive).
- 4.4. The Customer will:
- 4.4.1. use all reasonable endeavour to prevent any unauthorised access to, or use of, the Training Solution or eLearning Courses. The Customer will notify CareShield immediately if the Customer becomes aware of any such unauthorised access;
 - 4.4.2. comply with, and ensure that its staff and all Users comply with, any rules, regulations, standards, protocols and procedures issued by CareShield to the Customer from time to time in connection with the use or security of the Training Solution; and
 - 4.4.3. notify CareShield as soon as the Customer becomes aware of, or suspects, any unauthorised use of or breach of security in relation to the Training Solution.
- 4.5. The Customer agrees that it is liable for the acts and omissions of each User, as though those acts and omissions were those of the Customer.
- 4.6. Unless otherwise stated in the Order Form or a Service Specification, the Customer is responsible for ensuring that any equipment, telecommunications and network systems necessary for the performance of CareShield's obligations or necessary to allow the Customer to use the Training Solution is installed and is fully operational before CareShield provides any Training Solution that depends on those computer systems. CareShield does not warrant that the eLearning Courses will be free from Harmful Elements. The Customer is responsible for implementing sufficient anti-virus and other security checks to ensure the accuracy of data input and output.
- 4.7. The Customer will appoint one representative who will be responsible for all liaison with CareShield in relation to the Training Solution and the Contract.
- 4.8. The Customer will provide CareShield, free of charge, with all information, software, materials, documentation, resources and facilities reasonably requested by CareShield to enable CareShield to perform its obligations and provide the Training Solution. The Customer will ensure that its staff, contractors and other suppliers cooperate fully with CareShield and cause no delay. Where CareShield needs the Customer to provide information, software, documentation, resources, facilities, equipment, or materials or take a decision, the Customer will do so promptly and so as not to delay the work CareShield is doing.
- 4.9. Whilst any of CareShield's employees or consultants are working on the Customer's premises, the Customer will ensure the health and safety of those people.



- 4.10. The Customer will indemnify CareShield and keep CareShield indemnified against all reasonable losses, damages and expenses incurred or suffered by CareShield in connection with:
- 4.10.1. any breach by the Customer of Conditions 4.1, 4.3, or 4.4; and
 - 4.10.2. any and all claims made in respect of any injury, death or loss suffered by any of CareShield's employees or consultants which was caused by some defect attributable to the employee or consultant working on the Customer's premises.

5. Development and Implementation

- 5.1. This Section 5 applies ONLY where CareShield provides development and implementation services for the Training Solution under a Contract.
- 5.2. CareShield will appoint the Project Manager who will have the authority to contractually bind CareShield on all matters relating to the Contract. CareShield will use reasonable endeavours to ensure continuity of the Project Manager, but has the right to replace them from time to time where reasonably necessary or in the interests of CareShield's business.
- 5.3. CareShield will perform any implementation or development services in accordance with the Service Specification or the Project Plan agreed with the Customer. CareShield will use reasonable endeavours to meet any agreed performance dates in the Project Plan, but any such dates shall be estimates only, and time shall not be of the essence in any Contract.
- 5.4. CareShield will provide any training of the Customer's personnel either telephonically, online or at the Location on how to access and use the Training Solution as set out in the Service Specification and will use reasonable endeavours to provide that training on any dates set out in the Service Specification or in any Project Plan or otherwise agreed in writing with the Customer.

6. Face-to-Face Training

- 6.1. This Section 6 applies ONLY where CareShield agrees under a Contract to provide the Customer's employees with face-to-face training at the Location as part of the Training Solution.
- 6.2. CareShield will provide the training at the Location to employees of the Customer and will use reasonable endeavours to provide that training on any dates set out in the Service Specification, the Project Plan or otherwise agreed in writing with the Customer.
- 6.3. CareShield will use reasonable endeavours to ensure continuity of any trainers provided to the Customer but has the right to replace a trainer from time to time in the case of illness or where it is reasonably necessary or in the interests of CareShield's business.
- 6.4. The Customer will ensure that its employees co-operate fully with any trainer supplied by CareShield and the Customer will provide any facilities or equipment required for the training to take place.

7. Equipment

- 7.1. This Section 7 applies ONLY where CareShield provides the Equipment to the Customer as part of the Training Solution under a Contract.



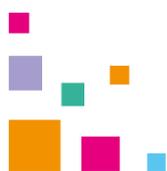
CareShield Ltd
Terms and Conditions for the Supply of
Training Solutions



- 7.2. CareShield will deliver the Equipment or arrange for it to be delivered to the Location and will install the Equipment at the Location.



- 7.3. Delivery will take place when the Equipment is delivered to the Location. Risk of loss or damage or wrong delivery will at that point pass to the Customer. If the Customer does not accept delivery of the Equipment when it is ready for delivery, CareShield may store the Equipment or return it to the manufacturer or reseller, and the Customer will be liable for the costs and expenses CareShield incurs in doing so.
- 7.4. The Equipment is provided to the Customer to obtain access to the Training Solution and will be installed and configured by CareShield so that it cannot be used to access other websites. The Customer will not, and will ensure that the Users do not, alter or modify the Equipment or its configuration in any manner and in particular in any way that would allow it to be used for purposes other than access of the Training Solution.
- 7.5. Ownership of the Equipment will remain with CareShield during the entire term of the Contract. Any payment in the contract for equipment is for its use and is not for transfer of title. The Customer will maintain the Equipment so that it is easily identifiable as CareShield's property and will not remove, deface, or obscure any ownership labels. The Customer will not remove the Equipment from the Location without written permission from CareShield to do so. The equipment must be returned at the end of the contract whether demanded by CareShield or not. CareShield may ask for the equipment to be returned prior to the end of the contract but in such circumstances will give the customer 30 days' notice of such request.
- 7.6. The Customer will be responsible for any loss of or damage to the Equipment that occurs while the Equipment is at the Location. The Customer agrees to return the Equipment to CareShield in good condition and repair. The Customer will indemnify CareShield against any reasonable loss or damage incurred as a result of loss, abuse, misuse or damage to the Equipment. The Customer will pay to CareShield the full replacement cost (as determined by the manufacturer's current list price) of any Equipment that the Customer is for any reason unable to return to CareShield on termination of the Contract for the Equipment.
- 7.7. The Customer will obtain insurance to cover the full replacement value of the Equipment and ensure that that insurance remains in place at all times while the Equipment is at the Location.
- 7.8. The Contract for the provision of the Equipment will continue for the Initial Term and after the end of the Initial Term until the expiry of not less than 60 days' written notice of termination given by the Customer to CareShield or vice versa, (that notice to expire at the end of the Initial Term or any later anniversary of the Commencement Date) unless that Contract is terminated earlier in accordance with Condition 15.1.
- 7.9. If the Contract is terminated at the end of the Initial Term or any extension to the Initial Term or on the occurrence of any of the events mentioned in Condition 15.1, CareShield may repossess the Equipment and may require the Customer to deliver up the Equipment. If the Customer fails to do so, CareShield may enter the Location or any other premises of the Customer to repossess it and the Customer agrees to indemnify CareShield for all reasonable costs and expenses incurred by CareShield in recovering the Equipment and enforcing its rights.



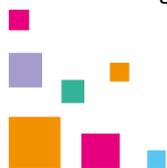
- 7.10. If the Contract for the provision of the Equipment continues beyond the Initial Term the Customer will continue to pay the Charges for the Equipment on the dates when due until the Contract is terminated in accordance with Condition 7.9.

8. Support and Maintenance

- 8.1. This Section 8 will apply ONLY where a Contract includes support and maintenance services.
- 8.2. CareShield will provide support and maintenance services to the Customer during Normal Working Hours.
- 8.3. The Contract for the support and maintenance services will continue for the Initial Term or any extension to the Initial Term unless that Contract is terminated earlier in accordance with Condition 15.1.
- 8.4. The support and maintenance services provided by CareShield will include:
- 8.4.1. telephone and email helpdesk support on the routine use and operation of the Training Solution;
 - 8.4.2. telephone and email helpdesk advice and assistance on user procedures and on ideas and methods intended to assist the Customer in obtaining the best possible use from the Training Solution;
 - 8.4.3. access to any regularly scheduled error corrections, software updates and those upgrades limited to improvements to features of the eLearning Courses described in the Service Specification, including related documentation if appropriate.
- 8.5. All requests for support services must be made via the CareShield Helpdesk on the telephone number provided to the Customer by CareShield or by email to the email address support@careshield.co.uk. The CareShield Helpdesk will provide the Customer with an incident number which provides a record of the request for support.
- 8.6. CareShield will use reasonable endeavours to respond to each request for support within the response time (if any) stated in the Service Specification.
- 8.7. CareShield will endeavour to carry out emergency and unplanned maintenance and other emergency operations outside Normal Business Hours and CareShield will endeavour to give the Customer at least two Normal Business Hours' notice in advance of the same. However, the Customer acknowledges that, depending on the circumstances, CareShield may not be able to give that or any notice.

9. Payment

- 9.1. The Customer will pay the Price and the Charges in the amounts set out in the Order Form within 30 days after the date of CareShield's invoice. Where the Order Form requires fifty percent (50%) of the Price to be paid on the date of the Order Form and the remaining balance to be paid on delivery of the Training Solution, CareShield will issue invoices to the Customer on those dates.



- 9.2. The Price, the Charges and all other charges payable by the Customer are exclusive of value added tax, sales tax or similar taxes which the Customer will pay at the rate and in the manner from time to time prescribed by law.
- 9.3. If any amount payable by the Customer is not paid on or before the due date then, without prejudice to CareShield's other rights and remedies, CareShield may do either or both of the following:
- a) suspend the performance of CareShield's obligations; and charge interest on the amount outstanding (as well after as before any judgment), from the date or last date for payment of that amount to the actual date of payment (both dates inclusive), and/or
 - b) charge the Customer the costs of recovery in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. The Customer will pay that interest and those costs to CareShield on demand.
- 9.4. CareShield is not obliged to carry out any work except as specifically set out in the Order Form or Contract, but if it does so, upon the Customer's request the Customer will pay CareShield additional charges for that work and these Terms and Conditions will apply to that work.

10. Testing and Acceptance

- 10.1. Unless otherwise agreed between CareShield and the Customer in writing, CareShield will test the Training Solution and the eLearning Courses in accordance with any test plan agreed with the Customer. The Customer will provide CareShield with all test data and facilities (if any) included in that test plan.
- 10.2. The Customer will accept or be deemed to have accepted the Training Solution and the eLearning Courses immediately after CareShield confirms to the Customer in writing that it has passed those tests. Where no test plan is agreed with the Customer, the Customer will be deemed to have accepted the Training Solution and the Equipment within 7 days after CareShield first delivers it or makes it available to the Customer.
- 10.3. If the Training Solution or any eLearning Course fails to pass any acceptance tests, CareShield will be given a reasonable opportunity to correct Defects or to replace it and to carry out repeat tests. This process will be repeated as often as is necessary until CareShield confirms to the Customer that the Training Solution or the eLearning Courses (as the case may be) has passed those tests.
- 10.4. If at any time the Customer begins use of the Training Solution in a live environment, that is, if the Customer uses it for any purpose except testing or evaluation, the Customer will be deemed to have accepted it.

11. Warranties

- 11.1. CareShield warrants that the Training Solution will be provided with reasonable skill and care and will substantially comply with the Service Specification.



- 11.2. Subject to Conditions 11.3 and 11.4, if the Training Solution does not comply with the warranty in Condition 11.1, CareShield will use reasonable endeavours to redeliver the Training Solution or provide the Customer with an alternative means of carrying out the training which it was carrying out using the Training Solution. That re-delivery or the provision of the alternative means is the Customer's sole and exclusive remedy for any breach of the warranty in Condition 11.1.
- 11.3. CareShield will not be liable under any warranty or any other provision of this Agreement to the extent that any loss or damage is caused by:
- 11.3.1. the Customer or any User not having complied with these Terms and Conditions; the use of the Service by the Customer or any User being contrary to CareShield's instructions; any delay or failure on the part of the Customer or any User in providing any information or data to CareShield; any delay or failure on the part of the Customer or any User to notify CareShield of any error in the Customer Data or of any actual or suspected defect or of any failure of, or fault, error or bug in, any equipment, software, network or telecommunications system; or any other act or omission on the part of the Customer or any User; or
 - 11.3.2. the modification or alteration of the Hosting Solution by anyone except CareShield or CareShield's suppliers.
- 11.4. Notwithstanding Condition 11.1 or any other provision of this Agreement:
- 11.4.1. because of the nature of software, information systems, telecommunications systems and the internet, CareShield does not warrant or represent that the use of the Training Solution will be uninterrupted or error-free; nor that every Defect, error or deficiency in the Training Solution can be rectified;
 - 11.4.2. CareShield will not be liable for any problem with, or any delay or interruption in the Training Solution, or for any failure or delay in delivery, or for any loss or damage resulting from the transfer of data (or the failure to transfer data) over any communications network or facility, including (without limitation) the Customer's network connections or telecommunications links and the internet, and the Customer acknowledges that the Training Solution may be subject to limitations, delays and other problems inherent in the use of such communications networks and facilities; and
 - 11.4.3. CareShield will not be liable for any error or incompleteness in the Customer Data.
- 11.5. The express undertakings and warranties given by CareShield in these Terms and Conditions are in lieu of all warranties, conditions, terms, undertakings and obligations on the part of CareShield, whether express or implied by statute, common law, custom, trade usage, course of dealing or in any other way. All of these are excluded to the fullest extent permitted by law.
- 11.6. The Customer warrants to CareShield that the Customer has not been induced to enter into any Contract by any representation or by any warranty except those specifically contained in these Terms and Conditions as warranties. The Customer waives all claims for breach of any warranty and all claims for any breach of representation and for any misrepresentation, (whether negligent or otherwise) unless made fraudulently.



12. Intellectual Property Rights

- 12.1. Except as specifically stated to the contrary in the Order Form and except in relation to the Customer Data, the Intellectual Property Rights in the eLearning Courses and in all platform, software, documentation and other materials used or prepared in the course of rendering the Training Solution are, as between CareShield and the Customer, reserved to CareShield.
- 12.2. The Customer will give CareShield any reasonable assistance (at CareShield's cost) CareShield may require to enable CareShield to obtain, enjoy, defend and enforce the Intellectual Property Rights reserved to CareShield in Condition 12.1.

13. Customer Data

- 13.1. CareShield does not claim any Intellectual Property Rights in the Customer Data and the Customer will own all Intellectual Property Rights in the Customer Data.
- 13.2. CareShield is not responsible for the content of any of the Customer Data. The Customer will ensure that no Customer Data includes anything that is pornographic, obscene, offensive, indecent, abusive, menacing, unlawful, blasphemous, an invasion of privacy, an infringement of Intellectual Property Rights or of any data protection legislation, defamatory, a malicious falsehood or seditious libel, a contempt of court, or anything that is likely to incite, or is capable of inciting, violence, racial hatred, sadism, cruelty, or which encourages any unlawful or illegal act or omission.
- 13.3. CareShield may, but is not obliged to, monitor the activities of the Customer, any User or any other person. CareShield may, in order to avail itself of any defence allowed to it by law, or to reduce its liability to any third party, remove from the Training Solution, or block, any Customer Data.
- 13.4. If any of the Customer Data is lost or corrupted, the Customer's sole and exclusive remedy will be for CareShield to use reasonable endeavours to restore the lost or corrupted Customer Data from the latest back-up of that Customer Data maintained by CareShield.
- 13.5. CareShield will not be responsible for any loss, destruction, alteration or disclosure of any of the Customer Data to a third party by the Customer.
- 13.6. If CareShield processes any Personal Data on the Customer's behalf when providing the Training Solution, the parties intend that the Customer will be the Data Controller and CareShield will be a Data Processor in relation to those Personal Data and agree that:
 - 13.6.1. both parties shall comply with all applicable requirements of the Data Protection Legislation.
 - 13.6.2. the Customer will ensure that the Customer is entitled to transfer those Personal Data to CareShield so that CareShield may lawfully use, process and transfer those Personal Data in accordance with a Contract on the Customer's behalf;
 - 13.6.3. the Customer will ensure that all Data Subjects have been informed of, and have given their consent to, such use, processing, and transfer as required by the Data Protection Act 2018;



- 13.6.4. CareShield will process those Personal Data only in accordance with a Contract and any lawful and reasonable instructions given by the Customer from time to time; and
 - 13.6.5. CareShield will take appropriate technical and organisational measures against unauthorised or unlawful processing of those Personal Data or their accidental loss, destruction or damage, having regard to the state of technological development, the cost of implementing any measures, the harm which might result from such unauthorised or unlawful processing or accidental loss, destruction or damage, and the nature of the data to be protected.
 - 13.6.6. CareShield shall ensure all personnel who have access to the Personal Data are obliged to keep it confidential;
 - 13.6.7. CareShield shall assist the Customer if requested with respect to security, breach notifications, impact assessments and any investigations by a supervisory authority or regulator;
 - 13.6.8. CareShield shall notify the Customer without undue delay in the event of a data security breach and assist the Customer with any investigations;
 - 13.6.9. CareShield shall maintain complete and accurate records to demonstrate its compliance with this clause and allow for audits by the Supplier; and
 - 13.6.10. CareShield shall (if appropriate) keep up to date a data processing register.
- 13.7. CareShield shall:
- 13.7.1. Promptly notify the Customer if it receives a request from a data subject under any data Protection Law in respect of Customer personal data; and
 - 13.7.2. Ensure it does not respond to that request except on the documented instructions of the Customer or as required by applicable laws to which CareShield is subject, in which case CareShield shall to the extent permitted by applicable laws inform the Customer of that legal requirement before responding to the request; and
 - 13.7.3. Assist the Customer when requested to respond to a data subject's request to enforce their rights of subject access, rectification, erasure and any other rights conferred by the Data Protection Legislation.
- 13.8. CareShield shall not appoint a third-party processor unless the third-party processor has entered into an agreement with the same or substantially similar terms in relation to the Data Protection Legislation.
- 13.9. CareShield will not transfer of any personal data outside the EU unless the prior consent of the Customer has been obtained and, if required by applicable law, CareShield will enter into a data transfer agreement with the sub-processor that is consistent with the requirements of applicable law. CareShield shall also ensure that:
- 13.9.1. appropriate safeguards have been provided;



13.9.2. the data subjects have enforceable rights and effective legal remedies in relation to any transferred personal data; and

13.9.3. adequate levels of protection in relation to any personal data that is transferred.

13.10. In accordance with 13.1 CareShield does not have any Intellectual Property Rights in the Customer Data, however CareShield is not required to return the Data captured whilst the Customer uses the Training Solution. Instead CareShield will archive such data if not requested by the Customer within 30 days (30 days from the end of the contract or on termination if terminated early) in line with its current data retention policy. CareShield will retain the data as long as required by current legislation and its data retention policy before destroying where such notice is not received. Should the Customer require the data to be returned this will be subject to a formal request in writing from the Customer and CareShield will have the right to charge for such services. Charges will be advised upon request.

14. Confidentiality

14.1. CareShield and the Customer each agrees:

14.1.1. to keep the other's Confidential Information confidential and, except as permitted elsewhere in these Terms and Conditions, not to disclose that information to any other person, or use it for any purpose except the exercise of its rights, or the performance of its obligations, under these Terms and Conditions;

14.1.2. to disclose the other's Confidential Information only on a need-to-know basis to its employees, officers, professional advisers, contractors and suppliers who have given an undertaking similar to that in Condition 14.1.1; and

14.1.3. immediately on receipt of a written request from the other party, or on the termination or expiry of any Contract (however it happens), destroy or, at the other's request, deliver to the other, all copies of the other's Confidential Information, and certify to the other that this has been done.

14.2. Nothing in Condition 14.1:

14.2.1. will prevent either party from disclosing or retaining any of the other's Confidential Information in order to comply with the law or any regulation, or the order of any court or authority of competent jurisdiction, provided that where the Customer is a public authority and receives a Request for Information it complies with Condition 14.3; or

14.2.2. applies to any of the other's information that is or comes into the public domain through no breach of Condition 14.1, or that is trivial or obvious, or that by its nature cannot be confidential.

14.3. Each party will immediately notify the other if it becomes aware of any breach of confidence in relation to that other's Confidential Information, and it will give the other any assistance reasonably required in connection with any action or proceedings that the other may institute against any third party for breach of confidence.



15. Termination

- 15.1. Despite anything else contained in these Terms and Conditions, any Order Form or Service Specification, CareShield may, at its option, suspend the performance of its obligations or terminate any or all Contracts immediately on giving notice in writing to the Customer if:
- 15.1.1. the Customer fails to pay any amount due under the Contract and that sum remains unpaid for 14 days after CareShield has given the Customer notice that that amount has not been paid; or
 - 15.1.2. the Customer commits any breach of these Terms and Conditions (except a failure to pay when Condition 15.1.1 will apply) and in the case of a breach which is not persistent and which is capable of being remedied, has failed, within 30 days after CareShield has requested the Customer in writing, to remedy the breach; or
 - 15.1.3. the Customer has a receiver or administrative receiver appointed over it or over any part of its undertaking or assets, or it passes a resolution for winding-up (except for the purpose of a bona fide scheme of solvent amalgamation or reconstruction), or if a court of competent jurisdiction makes an order to that effect, or if it becomes subject to an administration order, or if it enters into any voluntary arrangement with its creditors, or if any similar process to any of the above is begun, or if the Customer ceases or threatens to cease to carry on business.
- 15.2. Any suspension of access to any Training Solution on CareShield's part will not prejudice its right to terminate a Contract later, for the same or for a different reason.
- 15.3. On the termination or expiry of any Contract (by CareShield) the Customer's right to access the Training Solution will immediately and automatically terminate and the Customer will return to CareShield any Equipment provided to the Customer as part of the Training Solution.
- 15.4. Any termination or expiry of any Contract (by CareShield) will not affect any accrued rights or liabilities of either CareShield or the Customer, nor will it affect the coming into force or the continuance in force of any of these Terms and Conditions that is expressly, or by implication, intended to come into or to continue in force on or after termination.
- 15.5. No refund of any charges, fees or expenses paid in advance will be made on the termination or expiry of any Contract. 15.6 Conditions 1, 4.3, 4.4, 4.6, 4.10, 9.4, 12, 14, 15.3, 15.4, 15.5, 15.6, 17, and 18 will survive the termination of the Contract and continue indefinitely.

16. Delays

- 16.1. Despite anything else contained in these Terms and Conditions, any Order Form, or any Service Specification, CareShield will not be liable for any delay in performing or failure to perform its obligations caused by circumstances beyond its control (including, without limitation, any act or omission on the part of the Customer or on the part of any third party, and any defect, error, fault or deficiency in any software not provided by CareShield or in any equipment), and CareShield will be granted a reasonable extension of time for the performance of its obligations, the reasonableness of that extension will be assessed not only in the context of the project in hand but also in the context of its other commitments.



- 16.2. CareShield will endeavour to comply with the Project Plan, timetable or dates which CareShield have given to the Customer for the performance of the Training Solutions, but these are estimates only, and CareShield will not be liable for any delay or failure to supply or perform in accordance with that timetable or those dates.
- 16.3. Both CareShield and the Customer will use reasonable endeavours to carry out their respective obligations so as to allow the other a reasonable period within which to perform its obligations. If either CareShield or the Customer becomes aware of the possibility of any delay or slippage, it will notify the other as soon as practicable. If either CareShield or the Customer causes any delay, the other will be allowed a reasonable extension of time for the performance of its tasks, the reasonableness of that extension to be assessed not only in the context of the project in hand but also in the context of other commitments.

17. Liability

- 17.1. Nothing in these Terms and Conditions limits or excludes CareShield's liability for the death or injury of any person caused by its negligence or for any fraud or fraudulent misrepresentation.
- 17.2. Subject to Condition 17.1, but otherwise despite anything else contained in these Terms and Conditions, CareShield will not be liable to the Customer for loss of profits, loss of savings, loss of use, loss of business, loss of opportunity, loss or spoiling of data, loss of contracts (in each case whether direct or indirect), or for any indirect or consequential loss, whether arising from negligence, or breach of contract, or in any other way, even if CareShield was advised of or knew of the likelihood of that loss or type of loss arising.
- 17.3. Subject to Condition 17.1, but otherwise despite anything else contained in these Terms and Conditions, CareShield's total liability in connection with each Contract, whether in contract, or tort (including negligence) or arising in any other way, will not exceed the lesser of the total of the Price and the Charges paid by the Customer under that Contract or £100,000.

18. General

- 18.1. No delay by either party in enforcing its rights will prejudice or restrict those rights. No waiver of any right will operate as a waiver of any other breach. No right, power or remedy conferred on, or reserved to either party is exclusive of any other right, power or remedy available to it and each of those rights, powers, and remedies is cumulative.
- 18.2. The relevant sections of these Terms and Conditions, the Order Form, the Service Specification and Project Plan supersede all earlier agreements, arrangements and understandings between the Customer and CareShield in relation to the subject matter of the Contract and constitute the entire agreement between CareShield and the Customer relating to that subject matter. No addition to or modification of any provision of these Terms and Conditions or any Order Form will be binding on CareShield or the Customer unless recorded in writing and signed by a duly authorised representative of each of CareShield and the Customer.
- 18.3. The Customer may not assign, or transfer, or sub-contract or sub-license any of its rights or obligations under any Contract, whether in whole or in part, without first obtaining CareShield's written consent.



- 18.4. All notices to be given under these Terms and Conditions must be in writing and be sent to the intended recipient at its registered office or principal place of business or any other address in England which the intended recipient has designated for that purpose by notice given in accordance with the provisions of this Condition 18.4. Any notice may be delivered personally, or by first class pre-paid letter and will be deemed to have been served: if by hand, when delivered; and if by first class post, 48 hours after posting.
- 18.5. Nothing in these Terms and Conditions creates, evidences or implies any partnership or joint venture between CareShield and the Customer or the relationship between them of principal and agent.
- 18.6. The Customer will not, either during the period when CareShield is providing any Training Solution to the Customer, or for 6 months afterwards, without first obtaining CareShield's written consent:
- 18.6.1. solicit or endeavour to entice away from, or discourage from being employed or engaged by, CareShield anyone who is or has been involved in the provision of those Training Solutions; or
 - 18.6.2. employ, engage or endeavour to employ or engage anyone who is employed or engaged by CareShield and is or has been involved in providing those Training Solutions.
- 18.7. No third party is entitled to the benefit of any Contract subject to these Terms and Conditions under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 18.8. These Terms and Conditions and each Contract between CareShield and the Customer are governed by and are to be construed in accordance with the laws of England and Wales and the parties will submit to the non-exclusive jurisdiction of the English courts.

