

1. **INTERPRETATION**

1.1 Definitions:

**Access Information:** any relevant web address; login identifier; password; email address; contact telephone number; location or any other information reasonably required by a Participant in order to access the Services.

**Conditions:** these terms and conditions.

**Confidential Information:** means: the existence and terms of this agreement; all confidential or proprietary information relating to the business, affairs, customers, clients, suppliers, intentions, or market opportunities of the other party and any other information that is identified or inherently confidential or proprietary in nature but is not in generally available to the public or was made available to the receiving party by someone not bound by any confidentiality obligation in respect of such information.

**Contract:** the contract between Renovo and the Customer for the supply of Services in accordance with these Conditions.

**Customer:** the person or firm who purchases Services from Renovo.

**Data Protection Legislation:** (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) 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.

**Deliverables:** any deliverables set out in the Order produced by Renovo for the Customer.

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**On Site:** at any premises owned or operated by the Customer or any location that the Customer has stipulated should be used for the provision of the Services.

**Order:** the Customer's order for Services as set out in the Summary signed by the Customer or in the Customer's written acceptance of a Summary provided by Renovo which clearly refers to the Summary and clearly indicates which Services the Customer requires.

**Participant:** any individual who the Customer requires to be granted access to the Services and whose Participant Details have been provided to Renovo, subject to the maximum number of individuals and any other conditions or limitations stated in the Summary.

**Participant Details:** the contact details of any Participant including but not limited to the Participant's full name; email address; contact telephone number; job title and any known disabilities or reasonable adjustments required by the Participant to access the Services.

**Remote Services:** online career tools and resources; remote career coaching; online workshops; emotional and wellbeing support; and such other services as may reasonably be provided through online resources, social media or telephone contact or otherwise than face to face with a Participant.

**Renovo:** Renovo Employment Group Limited, a company registered in England and Wales with company number 05066794 with its registered office at 2nd Floor Front, 60 Cheapside London EC2V 6AX. VAT number 842231751.

**Renovo Materials:** has the meaning set out in clause 4.1(f).

**Services:** the services, including the Deliverables, supplied by Renovo to the Customer as set out in the Specification and each a **Service**.

**Specification:** the description or specification of the Services as set out in the Summary and/or clause 5 of these Conditions.

**Summary:** the Summary of Work and Pricing document provided by Renovo to the Customer and any other document specifically referred to therein.

**Third Party Materials:** any software, websites, publication, documents or other materials required to provide the Services or access to which is

included in the Services which is owned or operated other than by Renovo or the Customer.

1.2 Interpretation:

(a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

(b) Any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

(c) A reference to **writing** or **written** includes email.

2. **BASIS OF CONTRACT**

2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with the Summary and these Conditions.

2.2 Any Summary or other form of quotation given by Renovo shall not constitute an offer.

2.3 In the event that these Conditions conflict with the provisions of the Summary, the terms of these Conditions shall prevail.

2.4 The Order shall only be deemed to be accepted when Renovo confirms acceptance of the Order in writing or commences performance of the Services at which point and on which date the Contract shall come into existence (**Commencement Date**).

2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. **SUPPLY OF SERVICES**

3.1 Renovo shall supply the Services to the Customer in accordance with the Specification.

3.2 Unless otherwise expressly agreed in writing, time shall not be of the essence for performance of the Services and any stated date shall be an estimate only.

3.3 Renovo shall have the right to make any changes to the Services which are necessary to comply with any applicable law, or which do not materially affect the nature or quality of the Services..

4. **CUSTOMER'S OBLIGATIONS**

4.1 The Customer shall:

(a) ensure that the Order clearly indicates which Services the Customer requires from the Summary;

(b) co-operate with Renovo in all matters relating to the Services;

(c) provide Renovo with access to the Customer's premises, office accommodation and other facilities as reasonably required by Renovo for the purposes of providing the Services;

(d) provide Renovo with such information and materials as Renovo may reasonably require in order to supply the Services, including the Participant Details, and shall ensure that such information is accurate in all respects;

(e) obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start;

(f) keep and maintain all materials, equipment, documents and other property of Renovo (**Renovo Materials**) at the Customer's premises in safe custody at its own risk, maintain Renovo Materials in good condition until returned to Renovo, and not dispose of or use Renovo Materials other than in accordance with Renovo's written instructions or authorisation.

4.2 If Renovo's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

(a) Renovo shall, without limiting its other rights or remedies, have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays Renovo's performance of any of its obligations;

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- (b) Renovo shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Renovo's failure or delay to perform any of its obligations as set out in this clause 4.2; and
- (c) the Customer shall indemnify Renovo for any costs or losses sustained or incurred by Renovo arising directly or indirectly from the Customer Default, including in relation to any claim or complaint raised against Renovo by a Participant.
- 5. **SERVICES - GENERAL**
- 5.1 Unless otherwise stated in the Summary, the Services shall be provided in accordance with this clause 5, clause 6, clause 7 and clause 8 as applicable.
- 5.2 Services shall only be provided to or made available to the Participants and Renovo is under no obligation to provide Services to any other person.
- 5.3 In the event that the Customer wishes Services to be provided to additional Participants, Renovo shall not be bound by any charges stated in the Summary but will issue a revised or new Summary in respect of such additional Participants against which the Customer will submit a revised Order.
- 5.4 Unless stated in the Summary, any Services that are stipulated as being available for a limited period of time, such time period shall commence at the earlier of: a) the time that Renovo sends the Access Information to the first Participant, via email or otherwise; b) two days after Renovo requesting, in writing, the Customer to provide the Participant Details; or c) the first Participant accessing the Service.
- 5.5 Unless otherwise stated in the Summary, Renovo shall refuse to provide any Services to any individuals other than the Participants and shall suspend or delay the provision of the Services in the event that it reasonably suspects that any individuals other than the Participants are attempting to access the Services;
- 6. **REMOTE SERVICES**
- 6.1 Unless otherwise stated in writing, Renovo shall, where applicable, provide the Access Information to the Participants by email.
- 6.2 While Renovo shall use reasonable efforts to ensure the availability of the Remote Services, Renovo gives no warranty as to such availability. Renovo shall not be liable to the Customer or the Participants for any loss caused by a lack of availability or disruption to the Remote Services.
- 6.3 Where the Remote Services make use of or provide access to any Third Party Materials:
  - (a) Renovo gives no warranty as to the availability, quality or accuracy of such Third Party Materials; and
  - (b) such access or use is subject to the Customer and/or the Participants complying with any licences, restrictions or requirements of the relevant third party (**Third Party Licence**).
- 6.4 The Customer shall indemnify Renovo against any loss suffered by Renovo that is directly or indirectly attributable to any failure by the Customer or the Participants to comply with any Third Party Licence.
- 7. **ON SITE SERVICES**
- 7.1 The Customer shall be responsible for the health and safety of the Participants and any employee or agent of Renovo while Renovo provides any Services On Site and shall, on request, provide Renovo with details any relevant risk assessments or safety procedures.
- 7.2 Workshop Services shall be half or full day On Site sessions. Unless otherwise agreed in writing:
  - 7.3 a half day shall mean not less than 3.5 hours with a total of 30 minutes of breaks; and
  - 7.4 a full day shall be for not less than seven hours with an hour lunch break and a total of 30 minutes of breaks.
- 7.5 Career Clinics shall be provided to Participants On Site on an individual 'one to one' basis on such times and dates as the Parties may agree.
- 8. **DELIVERABLES**
- 8.1 The Customer shall inspect the Deliverables within 24 hours of delivery and shall notify Renovo of any non-conformance with the Order in writing within seven days.
- 8.2 Deliverables are for the use of the Customer or the Participant and not for use of any other person.
- 8.3 Deliverables are not for resale or distribution otherwise than as stated in the Order and, unless otherwise specifically authorised in writing by

Renovo, neither the Customer nor the Participants shall copy, in any format or media, any of the Deliverables or Renovo Materials.

- 9. **CHARGES AND PAYMENT**
- 9.1 The charges for the Services shall be as set out in the Summary.
- 9.2 Renovo shall be entitled to charge the Customer for any expenses reasonably incurred by Renovo.
- 9.3 For any Services to be provided in relation to an Order, Renovo reserves the right to increase its charges on three months' notice before the proposed date of the increase. If such increase is not acceptable to the Customer, it shall notify Renovo in writing within three weeks of the date of Renovo's notice and Renovo shall have the right, without limiting its other rights or remedies, to terminate the Contract at the end of the three months' notice by giving written notice to the Customer.
- 9.4 Unless otherwise stated in the Summary, Renovo shall invoice the Customer in advance of any Services being provided.
- 9.5 Unless otherwise expressly agreed in writing, the Customer shall pay each invoice submitted by Renovo in full and in cleared funds within 30 days of the date of the invoice, time being of the essence.
- 9.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by Renovo to the Customer, the Customer shall, on receipt of a valid VAT invoice from Renovo, pay to Renovo such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 9.7 If the Customer fails to make any payment due to Renovo under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per cent per annum above HSBC Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 9.8 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Renovo may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by Renovo to the Customer.
- 9.9 Cancellation or rescheduling of workshops and career clinics (delivered on site or virtually), with less than 5 working days' notice, will be due for payment in full.
- 10. **DATA PROTECTION**
- 10.1 The Customer will operate as a Controller of the Participant Details until such time as that data has been securely transferred to Renovo.
- 10.2 The Customer has responsibility to ensure that, in line with current Data Protection Legislation, they have a lawful basis for transferring the Participant data to Renovo to initiate the Services and have responsibility for the secure transfer of that data
- 10.3 During delivery of the Services, Renovo will operate as a Data Controller of the Participant Details and all other personal data gathered on the Participant during the delivery of the Services.
- 10.4 Renovo is registered as a Data Controller with the Information Commissioner's Office Certificate Number Z121949X
- 10.5 Renovo warrants that, in strict accordance with the Data Protection Legislation, and as a responsible Data Controller, We will process all personal data in accordance with the principles of lawfulness, fairness and transparency, data minimization, accuracy, storage limitation and integrity, and confidentiality.
- 10.6 Where Renovo utilises third party Data Processors for the delivery of the Services, We will ensure that processors will be engaged only under written agreements requiring them to act on our instructions and imposing equivalent provisions to meet Data Protection Legislation.
- 11. **INTELLECTUAL PROPERTY RIGHTS**
- All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by Renovo. The Customer acknowledges that, in respect of any third party Intellectual Property Rights, the Customer's use of any such Intellectual Property Rights is conditional on Renovo

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- obtaining a written licence from the relevant licensor on such terms as will entitle Renovo to license such rights to the Customer.
12. **LIMITATION OF LIABILITY**
- 12.1 Nothing in the Contract shall limit or exclude Renovo's liability for: a) death or personal injury caused by its negligence; b) fraud or fraudulent misrepresentation; or c) any other liability which cannot be limited or excluded by applicable law.
- 12.2 Subject to clause 12.1, Renovo shall not be liable to the Customer under or in connection with the Contract for: a) loss of profits; b) loss of sales or business; c) loss of agreements or contracts; or any other indirect or consequential loss.
- 12.3 Subject to clause 12.1, Renovo's total liability to the Customer arising under or in connection with the Contract shall be limited to the aggregate of the sums paid by the Customer in respect of the particular Service to which the claim relates, or, if it relates to more than one Service, the Service to which the claim is most closely associated, in the three months immediately preceding the date on which the act or omission giving rise to such liability occurred.
- 12.4 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
13. **TERMINATION**
- 13.1 Without limiting its other rights or remedies, Renovo may terminate the Contract with immediate effect by giving written notice to the Customer if: a) the Customer fails to pay any amount due on the due date; b) there is a change of control or ownership of the Customer; c) the Customer or any of the Participants is in breach of the Contract.
- 13.2 Without limiting its other rights or remedies, Renovo may suspend provision of any and all Services if Renovo reasonably suspects that the Customer is about to become or the Customer becomes subject to any of the events listed in clause 13.3 (a) and 13.3 (b) or fails to pay any amount due on the due date.
- 13.3 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if: a) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors, being wound up, having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; b) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 13.4 The Customer warrants to Renovo on the date of the Order and each subsequent day until the Contract is terminated, that it has not taken or subject to any of the steps described in clause 13.3.
14. **CONSEQUENCES OF TERMINATION.**
- 14.1 On termination of the Contract for any reason: the Customer shall immediately pay to Renovo all of Renovo's outstanding unpaid invoices and interest.
- 14.2 in respect of Services supplied but for which no invoice has been submitted, Renovo shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- 14.3 in respect of those Services stipulated within the Order as being supplied over a fixed term, if it has not already done so, Renovo shall submit an invoice for the full charges attributable to that Service in recognition of Renovo's investment in committing to provide such Services and such invoice shall be payable by the Customer immediately on receipt;
- 14.4 the Customer shall return all of the Renovo Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then Renovo may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose;
- 14.5 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry;
- 14.6 Renovo shall terminate the Customer's and the Participants' access to the Services.
15. **FORCE MAJEURE**
- Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.
16. **ASSIGNMENT AND OTHER DEALINGS**
- 16.1 Renovo may at any time assign or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- 16.2 The Customer shall not assign, transfer or deal in any other manner with any or all of its rights or obligations under the Contract.
17. **CONFIDENTIALITY**
- 17.1 Each party undertakes that it shall not at any time disclose to any person any Confidential Information except as permitted by clause 17.2.
- 17.2 Each party may disclose the other party's Confidential Information: a) to the minimum extent required: to its employees, officers, representatives, subcontractors or advisers; and b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority (a **Required Disclosure**).
- 17.3 Neither party shall use the other party's Confidential Information for any purpose other than to perform its obligations under the Contract.
18. **ENTIRE AGREEMENT**
- This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
19. **WAIVER**
- A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy or prevent or restrict the further exercise of that or any other right or remedy.
20. **SEVERANCE**
- If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified or deleted to the minimum extent necessary to make it valid, legal and enforceable. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
21. **NOTICES**
- 21.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or email.
- 21.2 If sent by email, it shall be deemed received only once receipt has been formally acknowledged by return email or in writing.
22. **THIRD PARTIES**
- A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
23. **GOVERNING LAW**
- The Contract shall be governed by, and construed in accordance with the law of England and the Courts of England and Wales shall have exclusive jurisdiction.