

Terms and Conditions for the HCV Network Assessor Licensing Scheme

These Terms and Conditions govern the terms in relation to a Licensee's application for an Assessor Licence as well as the terms in relation to the use by a Licensee (who has been granted the Assessor Licence or Provisional Assessor Licence) of the licence when providing Assessor Licensed Services to its clients.

The Licensee is required to read all of these Terms and Conditions; however the Licensee's particular attention is drawn to the provisions of clause 3 and 4 (Licensee Obligations in relation to the Application and the provision of Assessor Licensed Services), 9 (Confidentiality), 10 (Limitation of Liability) and 11 (Indemnity).

1 INTERPRETATION

1.1 Definitions

In these Terms and Conditions, the following definitions apply:

Agreed Purposes: Personal data held for the purposes of the Licensor granting an Assessor Licence and for the Licensee to provide the Assessor Licensed Services.

ALS: is the HCV Network Assessor Licensing Scheme.

ALS Specification: the description or specification of the ALS provided by the Licensor to the Licensee, which is available on the Website and which may be amended from time to time by the Licensor.

Application: the Licensee's application to the Licensor for an Assessor Licence.

Appeals Procedure: the process whereby a Licensee can appeal an unsatisfactory report decision which can be found on the Website.

Assessor Licence: an accreditation issued by the Licensor to a Licensee as set out in these Terms allowing the Licensee to hold itself out as accredited by the Licensor in relation to the HCV assessments or HCV-HCSA assessments it conducts and the HCV assessment or HCV-HCSA assessment reports it produces.

Assessor Licensed Services: the services provided by the Licensee under the ALS.

Code of conduct: the Licensor's code of conduct for licensed assessors which can be found on the Website and at <https://hcvnetwork.org/libraries/>

Commencement Date: has the meaning set out in clause 2.3.

Contract: the contract between the Licensor and the Licensee for



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(a) the grant by the Licensor of the Assessor Licence to the Licensee; in accordance with these Terms and the documents referred to therein; and

(b) the terms on which the Licensee provides the Assessor Licensed Services.

Confidential information means all confidential information (however recorded or preserved) disclosed by a party or its Representatives to the other party and that party's Representatives whether before or after the date of this agreement in connection with the Application and the Assessor Licensed Services, including but not limited to:

(a) any information that would be regarded as confidential by a reasonable business person relating to:

(i) the business, affairs, customers, clients, suppliers, or plans, intentions, or market opportunities of the disclosing party (or of any member of the group of companies to which the disclosing party belongs); and

(ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party (or of any member of the group of companies to which the disclosing party belongs);

(b) any information which could have a detrimental effect on the Licensor, any member of the group of companies to which it belongs, HCV Network Ltd or the HCV Network, and confidential information provided by stakeholders.

Data Discloser: a party that discloses Shared Personal Data to the other party.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679), the Data Protection Act 2018 or any successor legislation and any other directly applicable European Union regulation relating to data protection and privacy.

Fees: the charges payable by the Licensee to the Licensor in accordance with clause 5.

Fully Licensed Assessor: a Licensee who has been granted an Assessor Licence.

HCV: means High Conservation Values.

HCSA: means High Carbon Stock Approach.

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.



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Licensee: the person applying for an Assessor Licence from the Licensor, by completing and signing the Application and satisfying the applicable assessment criteria, and, where such licence is granted, the person to who such Assessor Licence is granted.

Licensor: HCV Network Limited, a company limited by guarantee registered in England and Wales with registered number 9710578, as the Secretariat of the HCV Network under which the ALS is provided.

Monitoring: performance monitoring by the Licensor of the Licensee's reports.

Non-Licensed Assessor Services: the services provided by the Licensee outside of the ALS, for which the Licensee is not licensed in accordance with these Terms, and for which the Licensor is not responsible.

Permitted Recipients: the parties to this agreement, the employees of each party, any third parties engaged to perform obligations in connection with this agreement.

Provisionally Licensed Assessor: a Licensee who has been granted a Provisional Assessor Licence.

Provisional Assessor Licence: a provisional accreditation issued by the Licensor to a Licensee as set out in these Terms allowing the Licensee to hold itself out as provisionally accredited by the Licensor in relation to the HCV assessments or HCV-HCSA assessments it conducts and the HCV assessment or HCV-HCSA assessment reports it produces.

Public Summary: a standalone summary of all relevant issues and essential information from the Report, the form and content of which must be in accordance with the template available on the Website.

Report: an HCV or HCV-HCSA assessment report which the Licensee has produced as part of the Assessor Licensed Service.

Report evaluation: the written result of monitoring the performance of the Licensee though the evaluation of any given HCV or HCV-HCSA report

Representatives: means, in relation to a party, its employees, officers, representatives and advisers.

Shared Personal Data: the personal data to be shared between the parties under clause 8 of this agreement as set out in Schedule 1.

Terms: these Terms and Conditions and the documents referred to herein, together with the Application (of which these terms form a part) as amended from time to time in accordance with clause 15.

Website: the ALS website, being <https://hcvnetwork.org/als>.



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1.2 Construction

In these Terms, the following rules apply:

- 1.2.1 a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
 - 1.2.2 a reference to a party includes its personal representatives, successors or permitted assigns;
 - 1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision 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;
 - 1.2.4 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; and
 - 1.2.5 a reference to **writing** or **written** includes faxes and e-mails.
- 1.3 Controller, processor, data subject, personal data, processing and appropriate technical and organisational measures shall have the meaning as set out in the Data Protection Legislation in force at the time.

2 BASIS OF CONTRACT

- 2.1 The Application constitutes an offer by the Licensee to apply for an Assessor Licence under the ALS, in accordance with these Terms.
- 2.2 The Application shall be submitted by the Licensee through the Website. On submission, the Licensor will send the Licensee an email acknowledging receipt of the Application.
- 2.3 The Application shall only be deemed to be accepted by the Licensor when the Licensor issues written acceptance of the Application to the Licensee, confirming that an Assessor Licence has been granted and providing a licence reference number, at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.4 The Contract will commence on the Commencement Date and shall continue in force until terminated in accordance with clause 12 (**Contract Term**).
- 2.5 The Contract constitutes the entire agreement between the parties. The Licensee acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Licensor which is not set out in the Contract.
- 2.6 Any samples, drawings, descriptive matter or advertising issued by the Licensor are issued or published for the sole purpose of giving an approximate idea of the ALS. They shall not form part of the Contract or have any contractual force.



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

3 APPLYING FOR THE ASSESSOR LICENCE

3.1 In relation to the Application for an Assessor Licence, the Licensee shall:

3.1.1 ensure that the Application is complete and accurate and includes the payment of the Assessor Licence Fees in accordance with clause 5.1;

3.1.2 sign the Licensor's code of conduct provided by the Licensor to the Licensee

3.1.3 co-operate with the Licensor in all matters relating to the ALS;

3.1.4 provide the Licensor with such information and materials as the Licensor may reasonably require in order to grant an Assessor Licence under the ALS, and ensure that such information is accurate in all material respects, and the Licensee acknowledges that a licence may be cancelled if inaccurate or incomplete information is provided to the Licensor as part of the application;

3.1.5 comply with these Terms in every respect;

3.2 If the Licensor accepts the Application by the Licensee, the Licensor shall supply a Provisional Assessor Licence to the Licensee in accordance with the ALS and the ALS Specification and the Licensee shall become a Provisionally Licensed Assessor.

3.3 In order for a Provisionally Licensed Assessor to obtain an Assessor Licence and become a Fully Licensed Assessor, the Provisionally Licensed Assessor shall submit two satisfactory Reports for evaluation in accordance with clause 4 below, and in accordance with the ALS and the ALS Specification, within two years of receiving a Provisional Assessor Licence. Failure to obtain a full licence within two years of a Provisional Assessor Licence may result in the cancellation of the Provisional Assessor Licence.

3.4 The Licensor shall supply the Assessor Licence to the Provisionally Licensed Assessor in accordance with the ALS and the ALS Specification in all material respects who shall on receipt of the Assessor Licence become a Fully Licensed Assessor.

3.5 The Licensor shall have the right to make any changes to the ALS which it regards are necessary to comply with any applicable law or safety requirement, or which improve the nature or quality of the Assessor Licence and/or ALS, and the Licensor shall notify the Licensee in any such event.

3.6 If the Licensee is granted an Assessor Licence or a Provisional Assessor Licence by the Licensor, the Licensee shall

3.6.1 promote or advertise its licence only in accordance with the Code of Conduct and other guidance issued by the Licensor from time to time;

3.6.2 not do anything to bring itself, the Licensor or the ALS into disrepute;



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- 3.6.3 complete and submit a renewal form on an annual basis, not to be submitted later than 30 days before the anniversary of the Commencement Date and continue to pay the Assessor Licence Fees.

4 ASSESSOR LICENSED SERVICES

- 4.1 In relation to any Assessor Licensed Services provided by the Licensee, the Licensee shall:
- 4.1.1 not provide any Assessor Licensed Services unless or until an Assessor Licence or Provisional Assessor Licence has been granted;
 - 4.1.2 comply in all material respects with the Code of Conduct;
 - 4.1.3 carry out all HCV and HCV-HCSA assessments which the Licensee is undertaking as an Assessor Licensed Service (**Assessments**) in accordance with best practice and the HCV Assessment Manual and / or the HCV-HCSA Assessment Manual (**Assessment Manual**) and following report templates and guidance issued by the Licensor;
 - 4.1.4 use its best endeavours to implement and maintain its working practices to no less than the relevant standard required for the ALS as set by the Licensor and amended from time to time in accordance with good practice;
 - 4.1.5 submit all HCV and/or HCV-HCSA Reports to the Licensor for evaluation in accordance with the ALS Specification, and submitted under clause 4.1.4.
- 4.2 If the Licensor considers a Report to be unsatisfactory, the Licensee may appeal the decision to the Licensor in accordance with the Appeals Procedure but if the Licensee chooses not to appeal, the Licensee shall submit a corrected version of the Report at the Licensee's own expense within a timely manner and no later than 60 days after the Licensee receives the Report evaluation results from the Licensor ("**First Re-Submission**").
- 4.3 If the Licensor considers a First Re-Submission unsatisfactory, the licensee may appeal the decision to the Licensor in accordance with the Appeals Procedure but if the Licensee chooses not to appeal, the Licensee shall submit a version with further corrections to the First Re-Submission at the Licensee's own expense within a timely manner and no later than 60 days after the Licensee receives the Report evaluation results of the First Re-Submission from the Licensor ("**Second Re-Submission**").
- 4.4 If the Licensor considers a Second Re-Submission unsatisfactory then a Fully Licensed Assessor shall lose their Assessor Licence.
- 4.5 If a Provisionally Licensed Assessor submits two or more Reports which are considered unsatisfactory by the Licensor, the Provisionally Licensed Assessor shall lose their Provisional Assessor Licence.
- 4.6 If the Licensor considers the final Report outcome satisfactory the Licensor shall publish the Report public summary on the Website. If the Licensor considers the final Report outcome to be



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unsatisfactory the Report public summary shall not be published on the Website, and the Licensor reserves the right to publish general reasons why the Report was not satisfactory.

- 4.7 In the event of a dispute between the parties, which cannot be addressed through the appeal procedure, the Licensee shall comply with the Licensor's dispute resolution procedure (**Dispute Resolution Procedure**) which can be found <https://hcvnetwork.org/libraries/> and shall ensure that the Dispute Resolution Procedure is complied with in relation to any third party complaint against the Licensee, Licensor or ALS arising out of or in connection to any third party contracts the Licensee enters into for the provision of Assessor Licensed Services;
- 4.8 When conducting Non-Licensed Assessor Services, the Licensee shall not, either expressly or by implication, hold itself out as conducting any such services as Assessor Licensed Services, or imply any obligation or connection with the Licensor with regard to such Non-Licensed Assessor Services.
- 4.9 The Licensee shall keep an appropriate record of all Assessor Licensed Services requested and/or delivered by the Licensee together with a record of all complaints received in relation to any Assessments the Licensee conducts or Reports the Licensee produces, or any previous conduct of the Licensee, and notify the Licensor immediately on receipt of such a complaint. The Licensee agrees that the Licensor can access, free of charge, such records on request at any time. In the event that the Licensor decides a complaint against the Licensee is justified, the Licensee agrees to take any action the Licensor deems necessary in relation to any such complaint.

5 FEES

Assessor Licence Fees

- 5.1 The Licensee shall pay to the Licensor in relation to the Assessor Licence:
- 5.1.1 an initial application fee of US \$500;
- 5.1.2 an annual renewal fee of US \$250 payable on the anniversary of the commencement date;
- (the **Assessor Licence Fees**)

Assessor Licensed Services Fees

- 5.2 Once a Licensee has been granted an Assessor Licence, the Licensee shall pay the Assessor Licensed Services fees as set out in the ALS Specification.
- 5.3 The Licensee shall pay the Assessor Licence Fees and the Assessor Licensed Services in accordance with the arrangements set out in the Website or as instructed from time to time.
- 5.4 The Licensor reserves the right to increase its Fees, in which event it will give the Licensee written notice of any such increase three months before the proposed date of the increase. In the event the Licensee does not accept the increase, the Licensee may ask the Licensor to withdraw its Assessor Licence. The Licensee must make this request within 30 days of the date of the notice of the Fee increase. On receipt of such a request, the Licensor will withdraw the Assessor Licence within 30



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days and the Contract will be terminated. The Licensor is under no obligation to refund any Fees to the Licensee in the event the Contract is terminated in accordance with this clause 6.3.

5.5 All amounts payable by the Licensee under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT).

6 INTELLECTUAL PROPERTY RIGHTS

6.1 Subject to clause 6.5, all Intellectual Property Rights in or arising out of or in connection with the ALS shall be owned by the Licensor (Licensor Materials).

6.2 All Licensor Materials are the exclusive property of the Licensor.

6.3 The Licensor grants to the Licensee a fully paid-up, worldwide, non-exclusive, royalty-free revocable licence to copy the Licensor Materials for the sole purpose of the Application and /or the Assessor Licensed Services

6.4 The Licensee shall not sub-license, assign or otherwise transfer the rights granted in clause 6.3

6.5 The Licensee shall own or licence all Intellectual Property Rights in the Reports, maps shapefiles, data and any other document it produces in relation to the Assessor Licensed Services it has undertaken (**Licensee Materials**).

6.6 The Licensee grants the Licensor a fully paid –up, non-exclusive, royalty free worldwide transferable licence to use, store and copy and modify the Licensee Materials and any or all of the Public Summary which the Licensee submits to the Licensor through the Website and distribute it and make it available to third parties. Where necessary the Licensee shall ensure that its clients' grant sufficient right and permissions to publish Licensee Materials in accordance with this clause.

6.7 The Licensee is solely responsible for procuring all rights from its clients to use any third party Intellectual Property Rights, and ensuring that it is capable of granting the licence in clause 6.6.

6.8 This clause 6 shall survive termination of the Contract.

7 USE OF THE WEBSITE AND PERSONAL INFORMATION

7.1 The Licensee's use of the Website is governed by the Licensor's [Terms of Website Use](#) and a link to these terms of use can be found here as well as these Terms and Conditions.

8 DATA PROTECTION

8.1 Each party acknowledges and agrees that for the purposes of the Data Protection Legislation, they are each a controller of the personal data they process under or in connection with these Terms and Conditions and this clause sets out the framework for the sharing of personal data between the parties as data controllers.

8.2 The Licensee acknowledges that to the extent that the Licensor is processing personal data of the Licensee, the Licensor will process such data in accordance with the terms of its [Privacy Policy](#).



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- 8.3 Each party acknowledges that one party (the Data Discloser) will regularly disclose to the other party Shared Personal Data collected by the Data Discloser for the Agreed Purposes.
- 8.4 Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation. The Licensee acknowledges that any material breach of the Data Protection Legislation by the Licensee shall, if not remedied within 30 days of written notice from the Licensor, give grounds for the Licensor to terminate this agreement with immediate effect.
- 8.5 Each party shall:
- 8.5.1 ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
 - 8.5.2 give full information to any data subject whose personal data may be processed under this agreement of the nature such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
 - 8.5.3 process the Shared Personal Data only for the Agreed Purposes;
 - 8.5.4 not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
 - 8.5.5 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;
 - 8.5.6 the Licensee shall notify the Licensor without undue delay on becoming aware of any breach of the Data Protection Legislation; and
 - 8.5.7 the Licensee shall at the written direction of the Licensor, delete or return Shared Personal Data on termination of this agreement unless required by law to store the personal data.
- 8.6 Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it. The liability of the indemnifying party under this clause shall be subject to the limits set out in 10.

9 CONFIDENTIALITY

- 9.1 The provisions of this clause shall not apply to any Confidential Information that:



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- 9.1.1 is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);
 - 9.1.2 was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
 - 9.1.3 was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or
 - 9.1.4 the parties agree in writing is not confidential or may be disclosed
- 9.2 Each party shall keep the other party's Confidential Information confidential and shall not:
- 9.2.1 use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this agreement (**Permitted Purpose**); or
 - 9.2.2 disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 9.
- 9.3 A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:
- 9.3.1 it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
 - 9.3.2 it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a party to this agreement,
- and at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this clause 9
- 9.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 9, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 9.5 A party may, provided that it has reasonable grounds to believe that the other party is involved in activity that may constitute a criminal offence under the Bribery Act 2010, disclose Confidential Information to the Serious Fraud Office without first informing the other party of such disclosure.
- 9.6 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this clause 9 are granted to the other party, or to be implied from this agreement.



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9.7 On termination of this agreement, each party shall:

9.7.1 destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information, save that HCV Network may retain a copy of any Assessment or Report provided by the Licensee during the term of this Agreement;

9.7.2 erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and

9.7.3 certify in writing to the other party that it has complied with the requirements of this clause, provided that a recipient party may retain documents and materials containing, reflecting, incorporating or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this clause shall continue to apply to any such documents and materials retained by a recipient party.

9.8 Except as expressly stated in this agreement, no party makes any express or implied warranty or representation concerning its Confidential Information.

9.9 The provisions of this clause 9 shall continue to apply after termination of this agreement.

10 LIMITATION OF LIABILITY

10.1 Nothing in these Terms shall limit or exclude either party's liability for:

10.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or

10.1.2 fraud or fraudulent misrepresentation.

10.2 Subject to clause 9.1:

10.2.1 the Licensor shall under no circumstances whatever be liable to the Licensee, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

10.2.2 the Licensor's total liability to the Licensee in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed an amount equal to the Fees paid by the Licensee during the course of the calendar year during which the event giving rise to the liability occurs.

10.3 This clause 9 shall survive termination of the Contract.



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11 INDEMNITY

- 11.1 The Licensee shall indemnify and keep indemnified the Licensor against all liabilities, costs, third party claims, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profits, loss of business, loss of reputation, depletion of goodwill and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Licensor as a result of or in connection with the Licensee's act, omission or breach of this agreement, including but not limited to its obligations under clause 5.
- 11.2 During the Contract Term and for a period of 6 years thereafter, the Licensee shall maintain in force with a reputable insurance company sufficient professional indemnity insurance to cover the liabilities that may arise under or in connection with the Contract and shall, on the Licensor's request, produce both the insurance certificate giving full details of cover and evidence providing payment of the current year's premium.
- 11.3 This clause 10 shall survive termination of the Contract.

12 TERMINATION

- 12.1 Without limiting its other rights or remedies, either party may terminate the Contract by giving the other party 30 days written notice.
- 12.2 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:
- 12.2.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of receipt of notice in writing to do so;
 - 12.2.2 the other party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
 - 12.2.3 the other party is unable to pay its debts generally or within the meaning of the Insolvency Act 1986, is negotiating with its creditors in relation to settlement of any debt, is or is likely to be wound up (if a company) or is or is likely to be the subject of a bankruptcy petition (if an individual), a creditor takes action to secure or repay a debt over any of the other party's assets and such action is not discharged within 14 days, an application is made to court or an order is made for, or a notice of intention to appoint is given, for an administrator to be appointed, a receiver is appointed, or if any event occurs which has an equivalent or similar effect on the other party and its financial standing.
 - 12.2.4 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; or



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- 12.2.5 the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

13 CONSEQUENCES OF TERMINATION

- 13.1 Termination of an Assessor Licence or Provisional Assessor Licence shall not automatically terminate this Agreement, and HCV shall continue to assess any Reports submitted by the Licensee prior to termination.

- 13.2 On termination of the Contract for any reason:

13.2.1 the Licensor will terminate the Licensee's Assessor Licence with immediate effect and will remove the Licensee's details from the public register of license holders, but HCV will continue to assess and evaluate reports that have been submitted prior to the termination;

13.2.2 the Licensee will not be entitled to a refund of any Fees paid to the Licensor under the Contract including in respect of any reports submitted but not assessed;

13.2.3 the Licensee will not be entitled to claim any compensation for termination of its Assessor Licence by the Licensor;

13.2.4 the Licensee shall immediately discontinue all use of materials indicating that the Licensee is a holder of an Assessor Licence;

13.2.5 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; and

13.2.6 clauses which expressly or by implication survive termination shall continue in full force and effect.

14 FORCE MAJEURE

- 14.1 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Licensor including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Licensor or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

- 14.2 The Licensor shall not be liable to the Licensee as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

- 14.3 If the Force Majeure Event prevents the Licensor from providing any of its obligations under the Contract for more than 12 weeks, the Licensor shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Licensee.



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15 LICENSOR'S RIGHT TO VARY THESE TERMS

- 15.1 The Licensor may amend these Terms from time to time. The Licensee should check the Website from time to time to take notice of any changes made. Any such changes will be binding on the Licensee.

16 GENERAL

- 16.1 **Assignment.** The Licensee shall not assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract or any part of it.

16.2 Notices

16.2.1 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 (if it is a company) or its principal place of business (in any other case) 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, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail.

16.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 16.2.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one working day after transmission.

16.2.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

- 16.3 **Severance.** In the event that any provision of these terms of use is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law and the unenforceable portion shall be deemed to be severed from these terms of use. Such determination shall not affect the validity and enforceability of the remaining provisions

- 16.4 **Waiver.** A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

- 16.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.



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- 16.6 **Third parties.** A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 16.7 **Governing law.** This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.
- 16.8 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).



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Schedule 1

1 SHARED PERSONAL DATA

1.1 Personal data in relation to the Licensee may include any or all of the following personal data:

- (a) Name;
- (b) Postal Address;
- (c) telephone number;
- (d) mobile number;
- (e) email address
- (f) educational background
- (g) professional qualifications
- (h) Any other information HCV Network collects about the Licensee when applying for a licence

1.1.2 Personal data in relation to the Assessor Licensed Services may include personal data in relation to individual contacts of companies that use the Assessor Licensed services including a contacts name, title, business address, and business telephone number and email address.

1.1.3 The types of personal data processed does not include any Special Categories of Data as defined in the Data Protection Legislation