



**Terms and conditions for Subscription Services  
September 2020 version**

**About the Services**

**1. Interpretation**

1.1 References to 'Client' and 'Services'

Reference in these T&Cs to the 'Client' and to the 'Services' are those as indicated in a relevant Subscription Form entered with HY.

**2. General standards**

2.1 Standards to which HY must provide the Services

With reasonable skill and care.

**3. Limits on the Services**

3.1 Maximum limits on the quantity of Services which the Client may request under a particular Subscription

The Services may be suspended or altered in the event that, in the opinion of HY the Client's use is excessive or unreasonable having regard to:

- the Fees payable by the Client;
- the nature, complexity and type of advice being sought by the Client.

**4. Obligation to provide Services**

4.1 HY's obligation to provide the Client with Services if the Client requests under a Subscription

- HY is contractually obliged to provide the Client with Services if the Client requests according to its Subscription.
- **Exceptions:** if any of the circumstances in item 4.2 applies to that request.

4.2 HY **may accept (but is NOT contractually obliged under these T&Cs to accept)** a particular request for services under a Subscription **if at least one of the following applies** to that request

(a) Outside scope

The services requested are not wholly within the scope of the Services described in the Subscription Form.

(b) Over limits

The Client has exceeded any maximum limits indicated in these T&Cs.

(c) Non-compliant with procedures etc.

The attempted request was made inconsistently with procedures or other requirements indicated in the Subscription Form.  
For example, the person giving the instructions is not authorised to do so.

(d) Outside Subscription duration

The request is made before the commencement or after the end of the Subscription according to the Subscription Form.

(e) Uncontrollable Circumstances

All of the following apply

- Any Uncontrollable Circumstance applies at the time; and
- That Uncontrollable Circumstance reasonably prevents HY from providing the Services.

(f) Conflict of interest

HY has a genuine existing conflict of interest in relation to the request.

## Exclusivity

### 5. No exclusivity

5.1 Whether either party is obliged under a Subscription to deal with the other party **on an exclusive basis**

No.

## Financial arrangements

### 6. Changes to Fees

6.1 Routine changes to the Fees over time

HY may increase the Fees by written communication to the Client.

In relation to increases which are (in aggregate) no more than 5% the amount of the Fees in the 12 months previous:

- The consent of the Client to the increase is not required.
- The increase takes effect immediately after HY has communicated the increase to the Client, in writing.

In relation to all other increases not described above:

- The written agreement of the Client to the increase is required.
- The increase shall not take effect until that agreement of the Client has been given.

### 7. No set off

7.1 Whether either party has any right of set off, counterclaim, deduction (or the like of any of these) against the other party in connection with a Subscription

No.

All such rights of the parties (whether arising in law, equity or otherwise) are waived to the fullest extent permitted by Law.

### 8. Interest on late payment

8.1 What interest accrues on overdue debts or other liabilities owed between the parties

- In connection with a Subscription
- Whether arising in tort, contract or otherwise
- Regardless of which of them is the debtor or creditor

As indicated in the Late Payment of Commercial Debts (Interest) Act 1998.

## Intellectual Property

### 9. Intellectual Property

9.1	General statement regarding Intellectual Property	<p>A party to a Subscription (or its Affiliate) shall <b>not</b> obtain any interest or right (including any right of use) in the separately developed or separately acquired Intellectual Property of the other party to that Subscription, or the other party's Affiliate.</p> <p><b>Exceptions:</b> to the extent otherwise:</p> <ul style="list-style-type: none"> <li>• Clearly indicated in these T&amp;Cs (e.g. in any licence); or</li> <li>• Agreed in writing between the Client and HY.</li> </ul>						
9.2	Interpretation of any license over Intellectual Property granted by a party under these T&Cs	All rights not expressly granted by that party to the relevant licensee are reserved to the party granting the licence.						
9.3	Who owns Arising Intellectual Property (as between the Client and HY)	Each party (or their respective contractors or third party licensors) shall own whatever Arising Intellectual Property is created, developed or the like by that party or its own separate Personnel, its separate contractors or its other separate agents.						
9.4	Right of HY to use Arising Intellectual Property which belongs to the Client under item 9.3	<p>HY shall have a licence to use the Arising Intellectual Property (and any background Intellectual Property of the Client on which that Arising Intellectual Property depends) on these terms:</p> <ul style="list-style-type: none"> <li>• Non-exclusive</li> <li>• Royalty free</li> <li>• <b>Permitted use:</b> only for lawful activities and for purposes which are genuinely connected with HY meeting its obligations in connection with a Subscription held by the Client.</li> <li>• <b>Right of HY to sublicense or assign the benefit of this licence</b> <ul style="list-style-type: none"> <li>- It may do so (without requiring the Client's consent) to its genuine direct and indirect subcontractors for use for the above purposes.</li> <li>- Any other sub-licence or any assignment requires the prior written consent of the Client, at its discretion.</li> </ul> </li> </ul>						
9.5	Licence for the benefit of the Client and its Affiliates in relation to Arising Intellectual Property which belongs to HY under item 9.3	<table border="1"> <tr> <td data-bbox="205 1464 775 1523">(a) The Intellectual Property over which the licence is granted</td> <td data-bbox="810 1464 1497 1664"> <ul style="list-style-type: none"> <li>• Arising Intellectual Property to belong to HY (and/or its respective third party clients, contractors, licensors or the like).</li> <li>• Any background Intellectual Property of HY (and/or its third party contractors, licensors or the like) on which that Arising Intellectual Property depends.</li> </ul> </td> </tr> <tr> <td data-bbox="205 1675 576 1700">(b) Who grants the licence</td> <td data-bbox="810 1675 1497 1839"> <ul style="list-style-type: none"> <li>• HY</li> <li>• <b>If relevant Intellectual Property belongs to HY's third party contractors, licensors or the like:</b> HY shall use reasonable endeavours at its own cost to obtain a licence on these terms from that person.</li> </ul> </td> </tr> <tr> <td data-bbox="205 1850 675 1874">(c) To whom the licence is granted</td> <td data-bbox="810 1850 1166 1874">To the Client and its Affiliates.</td> </tr> </table>	(a) The Intellectual Property over which the licence is granted	<ul style="list-style-type: none"> <li>• Arising Intellectual Property to belong to HY (and/or its respective third party clients, contractors, licensors or the like).</li> <li>• Any background Intellectual Property of HY (and/or its third party contractors, licensors or the like) on which that Arising Intellectual Property depends.</li> </ul>	(b) Who grants the licence	<ul style="list-style-type: none"> <li>• HY</li> <li>• <b>If relevant Intellectual Property belongs to HY's third party contractors, licensors or the like:</b> HY shall use reasonable endeavours at its own cost to obtain a licence on these terms from that person.</li> </ul>	(c) To whom the licence is granted	To the Client and its Affiliates.
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(c) To whom the licence is granted	To the Client and its Affiliates.							

(d) Commencement of the licence	<ul style="list-style-type: none"> <li>• <b>If any undisputed debt in connection with the Subscription owed by the Client to HY remains outstanding (whether or not overdue) at the time the Arising Intellectual Property is created developed (or the like):</b> on full payment of debt.</li> <li>• <b>Otherwise:</b> immediately on the creation, development (or the like) of the relevant Arising Intellectual Property.</li> </ul>
(e) Main terms of the licence	It shall be a non-exclusive, worldwide, perpetual, royalty-free licence.
(f) Permitted use of the licensed Intellectual Property	<ul style="list-style-type: none"> <li>• To copy or otherwise use that Intellectual Property in any manner</li> <li>• Solely to allow the Client and its Affiliates to properly enjoy the benefit of the Services.</li> <li>• This includes uses sufficiently connected with genuine research, teaching and/or inclusion in academic publications, but only where relevant to the genuine activities of the licensee.</li> </ul>
(g) Prohibited use of licensed Intellectual Property, even if otherwise permitted in item (f)	<p>Neither the Client nor its Affiliate may use (or cause or assist or instruct anyone else to use) that Intellectual Property for any of the following</p> <ul style="list-style-type: none"> <li>• For unlawful activities; and/or</li> <li>• For any activities which (on a reasonable view) compete with HY according to its business activities at the time when the arising Intellectual Property was created, developed or the like; and/or</li> <li>• For activities which bring (or which create an unreasonable risk of bringing) significant, unjustified and unfavourable publicity to HY and/or its Affiliates; and/or</li> <li>• For activities which damage the goodwill attaching to the licensed Intellectual Property.</li> </ul> <p>If the Client's Affiliate uses that Intellectual Property in breach of the above, the onus shall lie with the Client to prove that use was not done with assistance of the Client, or under the Client's instructions.</p>
(h) Right to assign or sub-licence	The Client or its relevant Affiliate may not assign and/or sub-licence the licence without the prior written consent of HY, not to be unreasonably withheld.
(i) General obligations of the Client	The Client shall treat any breach of this licence by its Affiliate as if it were the Client's own breach.

## Events outside HY's control

### 10. Definition of 'Uncontrollable Circumstances'

10.1 What are 'Uncontrollable Circumstances' (effectively 'force majeure' events)	<p>Any event or circumstance to which all of the following apply:</p> <ul style="list-style-type: none"> <li>• It is outside HY's reasonable control; and</li> <li>• It genuinely prevents HY from carrying out its obligations in relation to the Subscription.</li> </ul>
10.2 <b>Suspension:</b> the following apply to the right of HY to suspend obligations under a Subscription as a result of relevant Uncontrollable Circumstances	
(a) Obligation to communicate	<p>HY must communicate its intention to suspend carrying out such obligations as follows</p> <ul style="list-style-type: none"> <li>• To the Client; and</li> <li>• In writing where reasonably possible.</li> </ul>

(b) Right to suspend	HY may suspend carrying out those of its obligations in relation to the Subscription to the extent the relevant Uncontrollable Circumstance prevents HY from otherwise carrying them out.
(c) Obligations of HY to keep informed	HY must keep the Client informed in a proper and timely manner of significant events or circumstances in relevant to the suspension of the relevant obligations.
(d) Resumption	HY must resume the relevant activities promptly when it is no longer prevented from doing so under the relevant Uncontrollable Circumstance.
10.3 <b>Consequences if HY suspends its obligations according to item 10.2:</b> all of the following (as relevant, to be read independently)	
(a) Right to relief	<p>HY shall be relieved of liability (all of the following)</p> <ul style="list-style-type: none"> <li>• To any person with rights under the Subscription</li> <li>• For failing to carry out any of its obligations in connection with the Subscription</li> <li>• To the extent HY's failure to carry out that obligation is caused by the relevant Uncontrollable Circumstance.</li> </ul>
(b) If the suspension of obligations according to item 10.2(b) causes HY to fail to meet any Contract Standard	HY shall be deemed to have met that Contract Standard for all purposes of these T&Cs in relation to activities suspended under item 10.2(b).
(c) Consequences for the Fees for Services disrupted due to any Uncontrollable Circumstance (section 6)	These are unaffected.
10.4 Right of either party to cancel the Subscription if the Subscription has been disrupted due to <b>the continuation of any Uncontrollable Circumstances</b>	<p>Where all of the following apply:</p> <ul style="list-style-type: none"> <li>• The relevant Services have been suspended due to any Uncontrollable Circumstance for more than <b>60 continuous days</b>.</li> <li>• The Services are still suspended at the time the notice described in item 20.2 is given.</li> </ul> <p>See section 20 for details.</p>

## Information

### 11. Confidentiality

11.1 Confidential Information of the Client and/or its Affiliates	Information relevant to its business activities generally, including without limitation, its business strategies, plans, finances, operations, Personnel and human resources activities generally, products or services, research activities, data (including personal data in relation to which it is the data controller or data processor for the purposes of the Data Protection Act 2018 and the General Data Protection Regulation ((EU) 2016/679)), know how, trade secrets, customers or clients or unpublished Intellectual Property.
11.2 Confidential Information of HY	<ul style="list-style-type: none"> <li>• HY's Fees.</li> <li>• But only to the extent the Fees have been uniquely determined by HY for the purposes of the Subscription (e.g. they are not set by the Client, they are not publicly-available etc.).</li> </ul>
11.3 Confidential Information of either party	Disclosures made by that party and/or its Affiliates or Personnel in the course of any dispute resolution procedure described in section 28.

11.4	A piece of information of the Discloser is not in any case Confidential Information of the Discloser if any of the following applies to that piece of information at the time	<ul style="list-style-type: none"> <li>• It is in the public domain from time to time</li> <li>• <b>Exception:</b> as a result of any breach of a duty of confidentiality owed by the Recipient under these T&amp;Cs.</li> </ul>
(a)	Public domain	The Recipient can reasonably prove it (or its Affiliates and/or their Personnel) had developed that information independently of its association with the Discloser and/or the Discloser's Affiliates and/or their Personnel.
(b)	Independently developed	<ul style="list-style-type: none"> <li>• The Recipient and/or its Affiliate and/or their respective Personnel receives that information in good faith from a third party in circumstances unconnected with the Subscription.</li> <li>• <b>Exception:</b> where the Recipient knows or has reasonable grounds to suspect that the third party is in breach of confidentiality obligations owed to the Discloser and/or its Affiliate.</li> </ul>
(c)	Independently acquired	The information is of a trivial nature.
(d)	Trivial	<p>Either</p> <ul style="list-style-type: none"> <li>• <b>3 years</b> from the date on which HY ceases to be obliged to provide any Services whatsoever under these T&amp;Cs; or</li> <li>• Such longer period required by Law in relation to that piece of Confidential Information.</li> </ul>
11.5	Duration of the Recipient's obligations in item 11.6 in relation to each piece of the Discloser's Confidential Information	
11.6	<b>The Recipient's obligations:</b> the Recipient must comply with all of the following obligations in relation to each piece of Confidential Information of the Discloser in the possession of the Recipient from time to time (for the period indicated in item 11.5)	
(a)	Non-disclosure (subject to item 11.7)	<p>The Recipient</p> <ul style="list-style-type: none"> <li>• Must keep that Confidential Information strictly in confidence, and</li> <li>• Must not disclose it or make it available to third parties.</li> </ul>
(b)	Not to misuse	<ul style="list-style-type: none"> <li>• The Recipient must not copy, modify, reverse engineer or otherwise use that Confidential Information for any purpose other than for legitimate purposes connected with the relevant Services.</li> <li>• Without limiting the above, the Recipient must not use that Confidential Information to conduct any venture (whether for profit or otherwise) independently of the Discloser.</li> </ul>
(c)	Comply with the Law	The Recipient must comply with relevant Law in relation to the keeping, disclosure or use of that Confidential Information.
(d)	Storage (where the Recipient is HY)	<p>The Recipient must store the Confidential Information as follows:</p> <ul style="list-style-type: none"> <li>• To a reasonable standard of security.</li> <li>• In any case, not to a lower standard of security the Recipient uses to store its own information of comparable confidentiality.</li> </ul>

(e)	Not to direct others	<ul style="list-style-type: none"> <li>• The Recipient must not direct or assist any person to do anything in breach of the rest of this item 11.6.</li> <li>• If any Personnel of the Recipient or those of its Affiliate or (if the Recipient is HY) any subcontractor directly or indirectly appointed by the Recipient does anything in breach of the rest of this item 11.6, the onus shall lie with the Recipient to prove it was not done at the direction of, or with the assistance of the Recipient.</li> </ul>
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11.7 **Permitted disclosures:** the Recipient is permitted to disclose or make available any Confidential Information of the Discloser in **any** of the following circumstances, regardless of item 11.6(a)

(a)	Consent	With the prior written consent of the Discloser, subject to the Recipient's compliance with any conditions attached to that consent.
(b)	To Personnel, advisers etc.	<p>To any of the following</p> <ul style="list-style-type: none"> <li>• The Recipient's genuine existing or prospective Personnel, advisers, contractors, consultants, agents, insurers, funders, shareholders or other investors, or purchasers of the business of, and/or shares in, the Recipient, auditors and banks.</li> <li>• Any public body authorised to review these T&amp;Cs, the Client is a public body.</li> <li>• Any person to whom the Recipient wishes to make a genuine novation and/or assignment of any part of these T&amp;Cs.</li> <li>• Relevant third parties engaged for the purpose of resolving disputes under section 28.</li> </ul> <p>These disclosures are subject to item 11.8.</p>
(c)	Required by Law	<ul style="list-style-type: none"> <li>• To the extent the Recipient is required to disclose or make available the Confidential Information by Law, including without limitation, a court, a regulatory body, a law enforcement body, a genuine public auditor or other genuine public body (if the Recipient is a public body), the UK Parliament, a relevant stock exchange or similar body, where reasonably necessary by the Recipient in exercise of any of its public functions or in relation to any obligations the Recipient has under the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004.</li> <li>• These disclosures are subject to item 11.9.</li> </ul>

11.8 Rules regarding the Recipient disclosing (or making available) any Confidential Information of the Discloser to any person described in item 11.7(b) (all of the following)

(a)	Need to know	<ul style="list-style-type: none"> <li>• Such disclosures must be in good faith; and</li> <li>• Strictly on a 'need to know' basis.</li> </ul>
(b)	Treating unauthorised disclosures etc.	The Discloser may regard any unauthorised disclosure or other misuse of such Confidential Information by any such person as if it were the Recipient's own act.
(c)	Separate confidentiality agreement	<ul style="list-style-type: none"> <li>• The Recipient must require the relevant person to enter into a suitable written confidentiality agreement with the Discloser on reasonable terms.</li> <li>• But only if requested to do so by the Discloser, acting reasonably and proportionately in the circumstances.</li> </ul>

11.9 The Recipient must comply with all of the following if it is compelled by Law to disclose or make available any Confidential Information of the Discloser

**Exception:** where disclosure is required under the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004, in which case the requirements of the relevant Act apply

(a) Inform	<p>The Recipient must inform the Discloser of the circumstances</p> <ul style="list-style-type: none"> <li>• With sufficient detail and accuracy and</li> <li>• Promptly on becoming aware of the obligation to make the compelled disclosure.</li> </ul>
(b) Make person aware	<p>The Recipient must make the person compelling the disclosures aware of the duty of confidentiality owed to the Discloser in relation to the relevant information.</p>
(c) Assist the Discloser to challenge	<ul style="list-style-type: none"> <li>• The Recipient must provide the Discloser with reasonable and timely assistance on request if the Discloser wishes to challenge the compelled disclosure.</li> <li>• The Discloser must reimburse the Recipient for the Recipient's <b>reasonable</b> and <b>sufficiently evidenced</b> costs in providing that assistance.</li> </ul>
(d) Keep to minimum	<p>The Recipient must keep such disclosures to the minimum it is compelled to disclose or make available.</p>

**12. Data Protection**

<p>12.1 Status of each party from time to time regarding any personal data in its possession or control in connection with the Services</p>	<ul style="list-style-type: none"> <li>• Each party is to determine the purposes for which that personal data will be held and used.</li> <li>• Therefore, each party is to be a 'controller' (and not a 'processor' for the other party) in its own right in relation to that personal data for the purposes of the Data Protection Regulation ((EU) 2016/679) and the Data Protection Act 2018 ('<b>Data Protection Legislation</b>').</li> </ul>
<p>12.2 General obligations of each party in relation to personal data in its possession or control in connection with the Services</p>	<p>Each party must comply with relevant Law (particularly any Data Protection Legislation) in relation to the holding and processing of that personal data.</p>

**Insurance**

**13. HY's insurance requirements**

<p>13.1 Minimum level of <b>professional indemnity</b> insurance cover which HY must have in place for the duration of each Subscription.</p>	<p>£3 million</p>
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**Reliance**

**14. Reliance on advice**

<p>14.1 Who is entitled to rely on the advice supplied by HY in connection with the Services</p>	<ul style="list-style-type: none"> <li>• Only the Client.</li> <li>• <b>The reason:</b> HY has only been given an opportunity to tailor the advice for the specific needs of the Client.</li> </ul>
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## Liability

### 15. Caps on the liability of HY

15.1 Caps on the liability of HY for liabilities described in item 18.1 which are **reasonably expected (according to the usual terms of insurance policies of the relevant types) to be covered by insurance** which HY is required to have under section 13

These caps are subject to these T&Cs, particularly section 17 and section 18

15.2 Caps on the liability of HY for liabilities described in item 18.1 **which are not covered elsewhere in this section 15**

These caps are subject to these T&Cs, particularly section 17 and section 18

To the level of the proceeds paid under the insurance cover which is relevant to the particular liability as required in item 13.1.

- To 100% of the Fees that have been paid by the Client to HY in relation to the particular Subscription in any one calendar year, aggregated to all liabilities that arise in that year.
- This applies regardless of whether those Fees had accrued or been paid at the time the liability first arose.

### 16. Exclusion of liability

16.1 The liability of HY

- In connection with the **use and/or reliance on any advice or other output** supplied by or on behalf of HY in connection with the Services
- Is **excluded**
- To the extent **any** of the following applies
- Subject to these T&Cs, particularly section 17 and section 18

(a) Use by others

To the extent that deliverable, advice or other output is used or relied upon **by any person other than** the Client.

(b) Alterations

The deliverable, advice or other output has been materially altered

- By any person other than HY or a person acting on HY's behalf; and
- Without HY's clear written consent.

(c) Nature of use

The deliverable, advice or other output has been used or relied upon in any of the following ways:

- Unlawfully except to the extent HY has expressly advised (or it can be reasonably inferred that it has advised) that such use is lawful; and/or
- In a manner that is materially inconsistent with any advice or guidance given by or on behalf of HY at any time; and/or
- In a manner that a reasonable person would not expect it to be used or relied upon.

16.2 Liability of HY in connection with a particular Subscription is excluded for all of the following (subject to these T&Cs, particularly section 17 and section 18)

(a) Indirect, consequential

Indirect or consequential loss or damage

(b) Profits

Loss of actual or anticipated profits (including loss of profits on contracts).

(c) Revenue

Loss of revenue

(d) Opportunity

Loss of opportunity

(e) Business

Loss of business

(f) Savings

Loss of anticipated savings

(g) Reputation etc.

Loss of reputation or goodwill

(h) Data

Loss of damage to or corruption of data

(i) Use of money etc.

Loss of use of money or other property

## 17. Exceptions to caps and exclusions of liability

17.1 The caps and exclusions of a party's liability indicated elsewhere in these T&Cs

- Do not apply and shall not be taken into account in calculating any caps on its liability
- To the extent the liability relates to any of the following (each of these is to be read independently)

(a) Death etc.

Death or personal injury caused by that party's negligence.

(b) Deliberate

- That party's deliberate act or deliberate failure to act.
- A party shall be regarded as having deliberately acted or failed to act where that act as done (or failed to be done) where there is reasonable evidence that the act was done (or not done) under the instruction of that party's Representative and/or any other member of its senior management.

(c) Fraudulent misrepresentation

That party's fraudulent misrepresentation.

(d) Specific debts

Specific debts arising under or in connection with the Subscription including (as relevant and without limitation) any liability to pay Fees and any interest accruing on such debts.

(e) Not permitted by Law

Anything else to the extent liability cannot be capped and/or excluded by Law.

## 18. Caps and exclusions of liability – interpretation

18.1 **Interpretation** of caps and exclusions of the liability of a party ('X') in section 15 and section 16

- They apply to X's liabilities **of any kind** in connection with the Subscription.
- Regardless of whether the liability arises in tort, contract, under statute or otherwise.
- Any cap on X's liability is to be aggregated between
  - The liability X owes to the other party; and
  - The liability X owes any third party in connection with a relevant Subscription.

## 19. Apportionment of liability

19.1 Apportionment where the loss of party ('X') is only partly due to the fault of the other party ('Y')

Where X's losses in particular circumstances relevant to the Subscription

- Are partly caused by the fault of Y and/or anyone acting on Y's behalf (whether in tort, contract, under statute or otherwise); and
- Are partly due to other factors (including X's own acts and failures to act),

Then the liability of Y to X for compensation or the like shall be reduced fairly and proportionately to reflect the extent to which Y's act or failure to act contributed to causing X's losses.

## Cancellation

### 20. Cancellation

20.1 A party may cancel a Subscription in any of the following circumstances

(a) Cancellation Default Event

A Cancellation Default Event then applies to the other party.

(b) Uncontrollable Circumstances	If an Uncontrollable Circumstance has continued for more than the period indicated in item 10.4 (and is then still continuing without HY having resumed the affected Services)				
(c) Cancellation without cause	<ul style="list-style-type: none"> <li>• Either party may do so after a minimum period of 12 months (<b>'Minimum Term'</b>).</li> <li>• The minimum amount of notice to be given following expiry of the Minimum Term (unless the parties otherwise agree in writing): <ul style="list-style-type: none"> <li>○ <b>If the Client terminates:</b> 6 months' notice.</li> <li>○ <b>If HY terminates:</b> 1 month's notice.</li> </ul> </li> </ul>				
20.2 How a party cancels a relevant Subscription if any of the circumstances in item 20.1 applies	<p>By giving the Defaulting Party a notice as follows:</p> <ul style="list-style-type: none"> <li>• Strictly according to section 30.</li> <li>• <b>If a Cancellation Default Event applies to the other party:</b> the notice must set out in reasonable detail the relevant Cancellation Default Event.</li> </ul>				
20.3 Consequences for outstanding requests for Services after the relevant Subscription is cancelled under this section 20	HY shall (at its own cost) hand back the instructions to the Client in relation to the relevant matter.				
20.4 Arrangements regarding the refund of Fees if a Subscription is cancelled according to this section 20	<table border="1" style="width: 100%;"> <tr> <td data-bbox="204 790 772 851">(a) If it is cancelled by HY due to a Cancellation Default Event of the Client</td> <td data-bbox="810 790 1497 860">No refund</td> </tr> <tr> <td data-bbox="204 864 772 925">(b) If it is cancelled in any other circumstances</td> <td data-bbox="810 864 1497 931">No refund</td> </tr> </table>	(a) If it is cancelled by HY due to a Cancellation Default Event of the Client	No refund	(b) If it is cancelled in any other circumstances	No refund
(a) If it is cancelled by HY due to a Cancellation Default Event of the Client	No refund				
(b) If it is cancelled in any other circumstances	No refund				
20.5 What are the Cancellation Default Events of HY	See section 21.				
20.6 What are the Cancellation Default Events of the Client	See section 22.				

## 21. HY Cancellation Default Events

Each of the following is a Cancellation Default Event of HY (to be read independently) if and for as long as they continue to apply

21.1 Material Breach not capable of being remedied	<ul style="list-style-type: none"> <li>• HY is in Material Breach of the terms of the Subscription.</li> <li>• On a reasonable view, that Material Breach is not capable of being remedied by HY.</li> </ul>
21.2 Material Breach capable of being remedied	<p>All of the following</p> <ul style="list-style-type: none"> <li>• HY is in Material Breach of the terms of the Subscription.</li> <li>• On a reasonable view the Material Breach is capable of being remedied by HY.</li> <li>• For as long as HY has still not remedied the Material Breach <ul style="list-style-type: none"> <li>- To the reasonable satisfaction of the Client</li> <li>- At HY's own cost</li> <li>- More than <b>30 days</b> after the Client has requested HY to do so</li> <li>- The Client must have issued its request by notice given strictly according to section 30.</li> </ul> </li> <li>• The Client shall not unreasonably refuse consent to a written request by HY to an extension of the above deadline if there are delays to HY remedying the Material Breach which are significantly due to factors outside the reasonable control of HY.</li> </ul>
21.3 Certain appointments	HY is subject to a court order (or equivalent) or a resolution requiring the appointment of a liquidator in relation to HY and/or its assets.

21.4 Winding up

- HY is subject to a court order (or equivalent) or a resolution requiring HY to be dissolved and/or wound up.
- **Exception:** in relation to a genuine solvent reconstruction where
  - The replacement entity agrees in writing to become legally bound to the obligations of HY under the Subscription.
  - The replacement entity accepts in writing liability for the liabilities of HY in connection with the Subscription.
  - The replacement entity (and/or any third party guarantor it wishes to propose at the time) has at least equivalent financial standing as that which HY had at the date of these T&Cs.
  - The replacement entity has the same underlying majority controlling ownership as HY.

**22. Client Cancellation Default Events**

22.1 **Non-payment by the Client:** if and for as long as all of the following apply

(a)	Amounts overdue	Any amount owed by the Client to HY in connection with the Subscription is overdue.
(b)	Not disputed	The amount owed is not subject to a genuine dispute which the Client is using reasonable and genuine efforts to attempt to resolve.
(c)	No right to delay etc.	The Client has no grounds under these T&Cs to refuse and/or to delay payment.
(d)	Overdue	The amount (or any part of it) must remain overdue more than <b>30 days</b> after HY has issued a further demand for payment.
(e)	How HY issues the demand described in item (c)	Strictly according to section 30.
(f)	When HY may issue the demand described in item (c)	At any time after the relevant amount first becomes overdue.

**Miscellaneous**

**23. Governing law and jurisdiction**

23.1	Law under which these T&Cs is to be interpreted and generally governed	English law.
23.2	Jurisdiction to exclusively apply to disputes arising in connection with the Subscription. This is subject to the dispute resolution arrangements in section 28	English courts.

**24. Amendment**

24.1 How the terms of a particular Subscription are to be validly amended

- If HY proposes an amendment to the Subscription (whether the Subscription Form or these T&Cs) to the Client in writing, the Client shall be deemed to have accepted that amendment if it has not given a notice under section 20 to cancel the Subscription after more than 30 days from the date of the proposal.
- If the Client gives that notice 30 days or less after that proposal, the proposed amendment shall not apply to the Subscription during the relevant notice period.

24.2 If no consideration is otherwise indicated in the relevant document evidencing the amendment to the terms of a relevant Subscription

- Each party shall be deemed to give the other party consideration of £1.00 if demanded.
- The parties agree that this consideration is sufficient.

**25. Consequences of the end of Services**

25.1 Circumstances where the consequences in item 25.2 apply in relation to a particular Subscription

On the date of the cancellation of the Subscription.

25.2 Consequences if the circumstances in item 25.1 apply

(a) Discontinue

The rights, powers, obligations, liabilities, prohibitions and restrictions (or the like of any of these) of the parties in connection with the Subscription **shall discontinue**.

(b) Examples

See item 25.3 for examples.

(c) To what this is subject

This is subject to item 25.4 in relation to those which continue after the circumstances in item 25.1 apply.

25.3 Examples of the rights, powers, obligations, liabilities, prohibitions and restrictions (or the like of any of these) which are **to discontinue** for the purposes of item 25.2 to the extent relevant to the Subscription

(a) Providing the Services

- Any obligation of HY to provide the Services under the Subscription.
- **Exception:** any continuing obligations to do so under these T&Cs in relation to any existing instructions.

(b) Opportunity

- Any obligation of the Client to give HY the opportunity to provide the Services (or relevant part).
- **Exception:** any continuing obligations to do so under these T&Cs in relation to any existing instructions.

(c) Fees (section 6)

Obligations of the Client to pay Fees in relation to the Subscription.

25.4 **Continuing rights, obligations etc.:** the following rights, powers, obligations, liabilities, prohibitions and restrictions (or the like of any of these) of the parties to a relevant Subscription **shall continue** until they are completed, until they expire, or indefinitely (as relevant according to the Subscription Form and/or these T&Cs) **regardless** of the occurrence of the circumstances described in item 25.1 (each of these are to be read independently)

(a) Already arisen, accrued

Those in connection with the Subscription which had already arisen or accrued at the time the circumstances described in item 25.1 first arose.

(b) Relating to certain events or circumstances

- Those which relate to events or circumstances
- Which are connected with the Subscription; and
  - Which occurred on or before the date on which the circumstances described in item 25.1 first arose.

(c) Interest	Any interest accruing on any debts in connection with the Subscription which relate to events or circumstances which had already occurred or arisen on or before the date on which the circumstances described in item 25.1 first arose.
(a) Continuing nature	Those in connection with the Subscription which are expressed (or which are reasonably implied) in the Subscription Form and/or in these T&Cs to continue after the date on which the circumstances described in item 25.1 first arose.

**26. Entire agreement**

26.1 Status of the Subscription Form and these T&Cs in relation to a Subscription	Subject to this section 26, the Subscription Form and these T&Cs together represent the entire agreement between the parties in relation to that Subscription.
26.2 Status of any previous agreements entered between the parties on the subject matter of the Subscription	They are fully extinguished immediately when the relevant Subscription Form is entered.
26.3 Liability of a party in relation to any statement, warranty, representation, opinion or prediction of the future which that party may have made which is not described in a relevant Subscription Form and/or in these T&Cs and/or any document clearly cross-referenced in any of them	To the fullest extent permitted by Law: <ul style="list-style-type: none"> <li>• These are excluded from the terms of the relevant Subscription.</li> <li>• That party's liability in relation to any of these is excluded.</li> </ul>

**27. Relationship between the parties**

27.1 Relationship between the parties created by a Subscription	The relationship of client and independent service provider.
27.2 Relationships <b>which are not</b> created by these T&Cs	Any of the following <ul style="list-style-type: none"> <li>• Any partnership between the parties.</li> <li>• Any relationship of principal and agent authorising one party to do anything (e.g. incur liabilities or obligations, make statements) on behalf of the other party (unless clearly indicated or reasonably implied in these T&amp;Cs).</li> <li>• Any employment relationship (or the like) between a party and/or its Affiliates and the Personnel of the other party and/or that other party's separate contractors and/or Affiliates.</li> </ul>

**28. Dispute resolution**

28.1 Application of this section 28	To any dispute between the Client and/or its Affiliates and HY (' <b>Disputing Parties</b> ') in connection with the Subscription (' <b>Relevant Dispute</b> ').
28.2 Obligations of the Client if its Affiliate is a Disputing Party	If an Affiliate of the Client is a Disputing Party, the Client shall use reasonable endeavours to ensure the Affiliate complies with this section 28 in relation to the Relevant Dispute.
28.3 <b>First step:</b> Resolution by Representatives	<ul style="list-style-type: none"> <li>• The Disputing Parties shall direct their Representatives to use their reasonable endeavours to resolve the Relevant Dispute in a timely manner and in good faith.</li> <li>• The Disputing Parties shall bear their own costs in doing so.</li> </ul>

28.4 **Next step:** if the Relevant Dispute has not been resolved more than 60 days after the parties have commenced the previous step the parties must attempt to resolve the Relevant Dispute by mediation, according to all of the following

- (a) How the parties are to commence the mediation
- (b) Mediation procedure the parties are to use
- (c) How the parties must appoint the mediator

	<ul style="list-style-type: none"> <li>• By either party giving the other party a notice (strictly according to section 30) requesting mediation.</li> </ul> <p>The party giving that notice must summarise in that notice in sufficient detail the Relevant Dispute (as understood in good faith by the party giving that notice).</p>
	<p>The Model Mediation Procedure of the Centre for Effective Dispute Resolution or the comparable rules of any successor body.</p>
	<ul style="list-style-type: none"> <li>• By agreement of the parties (acting promptly and in good faith).</li> <li>• They must appoint a suitably qualified, independent mediator.</li> </ul> <p><b>If they cannot agree on a mediator after more than 7 days after the relevant party gives the notice in item (a):</b> the parties must request the Centre for Effective Dispute Resolution to recommend a mediator. The parties must accept the person who is recommended unless there are genuine and serious concerns about that person's independence.</p>

**29. Assignment and novation**

- 29.1 If a party wishes
- To **assign** its rights and benefits in connection with a particular Subscription; and/or
  - To novate the terms of that Subscription

<ul style="list-style-type: none"> <li>• That party must not do so without the prior written consent of the other party.</li> <li>• That consent must not be unreasonably withheld,</li> </ul>
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**30. Notices**

30.1 Application of this section 30

<p>It applies to all of the following:</p> <ul style="list-style-type: none"> <li>• Communications described in these T&amp;Cs as 'notices'.</li> <li>• Other communications described in these T&amp;Cs as being subject to this section 30.</li> </ul> <p>The formalities in this section 30 are not required in relation to other communications between the parties in relation to a particular Subscription.</p>
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30.2 Methods by which notices must be given to be valid (in at least one of the following ways)

- |  | <b>When notice is deemed to have been given</b>  |
|--|--|
| (a) Hand delivery to the recipient's Representative  | On the date it is given to him/her.  |
| (b) By registered mail or courier to the recipient's last known address (addressed to the recipient's Representative unless otherwise indicated) | 2 Business Days after the day it was sent (as evidenced by the post mark, despatch notice or other relevant evidence), unless it is returned as undelivered. |

30.3	Whether an exchange of e-mails is sufficient for the relevant notices or other communications described in item 30.1	<ul style="list-style-type: none"> <li>• No.</li> <li>• This does not prevent use of e-mail for less formal communications between the parties.</li> </ul>
<b>31. Waivers</b>		
31.1	Strict requirements for a waiver of a party's rights or powers in connection with the Subscription to be binding on that party	<p>Only if all of the following apply to the waiver (and not otherwise):</p> <ul style="list-style-type: none"> <li>• It is in writing.</li> <li>• It is clearly indicated to be a waiver of the relevant right or power.</li> <li>• It is properly authorised by that party.</li> </ul>
31.2	Other rules regarding waiver of any party's right or power in connection with the Subscription	<ul style="list-style-type: none"> <li>• Delay or failure to exercise that right or power shall not in itself be a valid waiver of it.</li> <li>• A waiver of that right or power on one occasion does not (except to the extent otherwise indicated in that waiver) in itself constitute a waiver of the same right or power on a later occasion, and does not affect any other right or power.</li> </ul>
<b>32. Third party rights</b>		
32.1	Rights of third parties with rights under these T&Cs for the purposes of the Contracts (Rights of Third Parties) Act 1999	These are excluded to the fullest extent permitted by Law.
<b>33. Severance</b>		
33.1	Application of this section 33	It applies where any section, item or other part of the Subscription Form and/or these T&Cs is held by any court (or equivalent body) to be invalid or unenforceable for any reason.
33.2	First step	<ul style="list-style-type: none"> <li>• If possible, the relevant provision shall be modified by removing or altering those parts of that provision that create the invalidity or unenforceability.</li> <li>• Such removal or alteration shall be to the minimum extent necessary to allow the provision to be held to be valid and enforceable, having regard to the purpose of the relevant provision.</li> </ul>
33.3	Second step	<ul style="list-style-type: none"> <li>• If the action required in item 33.2 is not reasonably possible, the entire provision shall be severed from the Subscription Form and/or these T&amp;Cs unless it alters the fundamental nature of the Subscription Form and/or these T&amp;Cs or is otherwise against public policy.</li> <li>• The remaining provisions shall remain in full force and effect.</li> </ul>



### 34. Definitions

The following words and expressions shall be given the meaning given to them respectively below, except to the extent the context otherwise requires

Defined term	Definition
<b>Affiliate</b>	<ul style="list-style-type: none"> <li>• In relation to a person, any other entity which controls that person, is controlled by that person or is under the same common underlying control as of that person.</li> <li>• For this purpose, a person ('X') will be regarded as having control over another person ('Y') if X alone (and without being subject to the further direction of any other person) directly or indirectly possesses the power (whether by the direct or indirect holding of voting shares or otherwise) to direct the management and policies of Y on all matters.</li> </ul>
<b>Arising Intellectual Property</b>	Any Intellectual Property arising as a result of activities in connection with the Services, whether created by HY, its subcontractors or otherwise.
<b>Business Day</b>	Any day except a Saturday, Sunday or any official bank or public holiday in England.
<b>Cancellation Default Event</b>	<ul style="list-style-type: none"> <li>• <b>In relation to HY:</b> each event or circumstance described in section 21.</li> <li>• <b>In relation to the Client:</b> each event or circumstance described in section 22.</li> </ul>
<b>Centre</b>	The Centre for Effective Dispute Resolution or a successor body.
<b>Claim</b>	A claim, proceedings, action, prosecution (or the like of any of these) which a third party threatens or makes against a relevant person by a person other than HY and/or the Client and/or their respective Affiliates.
<b>Client</b>	The organisation named as such in the Subscription Form of a particular Subscription.
<b>Client Personal Data</b>	See item <b>Error! Reference source not found.</b>
<b>Confidential Information</b>	In relation to a Discloser, as indicated in section 11.
<b>Control</b>	Where a person alone (and without having to refer to another person) has sufficient direct or indirect power to enable a resolution on any matter to be passed in relation to a company (or other entity other than a human being).
<b>Defaulting Party</b>	See section 20.
<b>Discloser</b>	A party (and its relevant Affiliates where indicated) in relation to its respective Confidential Information.
<b>Disputing Party</b>	See item 28.1.
<b>Fees</b>	The charges payable by the Client to HY according to the Subscription Form.
<b>HY</b>	Hulse Yazdi Limited (company number 09057743)
<b>Intellectual Property</b>	Copyright, trade marks (whether registered or otherwise), service marks (whether registered or otherwise), patents, design rights (whether capable of registration or otherwise), registered designs, domain names, know how rights, rights in relation to databases, trade secrets, rights to take action for passing off, and all other relevant intellectual property rights as ordinarily recognised as such throughout and in any parts of the world, and in relation to the questions so listed in this definition, all registrations, pending registrations, reversions, extensions and renewals of such rights.

Defined term	Definition
<b>Law</b>	<p>Any of the following applicable to a party from time to time (to be read independently)</p> <ul style="list-style-type: none"> <li>• Any statute, regulation or other subordinate legislation.</li> <li>• Any directive or other European instrument (to the extent it is binding on the party)</li> <li>• Any treaty</li> <li>• Any judgement, rule of common law or equity</li> <li>• Any order of a competent court, tribunal, arbitrator or the like of any of these</li> <li>• Any permit, permission (e.g. planning permission) consent, licence, statutory agreement and authorisation (or the like of any of these) required by Law and affecting the relevant person and its activities in connection with the Subscription from time to time.</li> <li>• Any guidance or the like issued by authorised government bodies (whether legally binding or not)</li> <li>• Anything else imposed by any governmental body (in its capacity as such) having a legally binding effect on the respective activities of any party in connection with the Subscription from time to time.</li> </ul>
<b>Losses</b>	<ul style="list-style-type: none"> <li>• All losses, damages, costs, charges and expenses incurred by the relevant party in the relevant circumstances to which the context refers, whether in tort, contract, by Law or otherwise including, where relevant, third party claims, liabilities, demands, proceedings, interest, penalties and fines, damage to property, death or personal injury, and full legal costs charged on a solicitor-client basis.</li> <li>• <b>Exception:</b> to the extent any of these are capped or excluded in these T&amp;Cs.</li> </ul>
<b>Material Breach</b>	<ul style="list-style-type: none"> <li>• A breach of the Subscription by HY (including an anticipatory breach of HY)</li> <li>• Which has significant (and not trivial) consequences for the Client.</li> </ul>
<b>Minimum Term</b>	<ul style="list-style-type: none"> <li>• The minimum period of the Subscription, this being 12 months.</li> </ul>
<b>Personnel</b>	<p>In relation to a firm or other organisation:</p> <ul style="list-style-type: none"> <li>• Any individual genuinely appointed or otherwise engaged by that firm or other organisation as an officer, employee, worker, consultant, trustee, governor, member of any partnership, agent, intern, seconded person, volunteer, adviser or contractor (or the like of any of these).</li> <li>• <b>In relation to HY:</b> any individual genuinely appointed or otherwise engaged in any of the capacities described above <b>by a subcontractor</b> which is directly or indirectly appointed by HY in connection with the Subscription. This includes any such subcontractor which is a human being operating as a sole trader.</li> </ul>
<b>Recipient</b>	<p>A party in relation to the Confidential Information of the other party and/or its Affiliates.</p>
<b>Relevant Dispute</b>	<p>See item 28.1.</p>
<b>Representative</b>	<p>In relation to a party, the current person (and if more than one, each of them individually) who holds that role according to the relevant Subscription Form, or his/her replacement from time to time including:</p> <ul style="list-style-type: none"> <li>• <b>Where the relevant individual is absent from time to time:</b> any other individual deputising for him/her, as decided by the relevant party.</li> <li>• <b>Where the position is vacant from time to time:</b> the Escalated Person of the relevant.</li> </ul>
<b>Services</b>	<p>The services in relation to a particular Subscription which are described in the relevant Subscription Form.</p>
<b>Subscription</b>	<p>A subscription entered between the parties as indicated in the relevant Subscription Form.</p>
<b>Subscription Form</b>	<p>A document which</p> <ul style="list-style-type: none"> <li>• Cross-references these T&amp;Cs.</li> <li>• When agreed by the Client and HY, evidences the relevant Subscription between them.</li> </ul> <p>As amended from time to time according to section 24 of these T&amp;Cs.</p>

Defined term	Definition
<b>T&amp;Cs</b>	These terms and conditions, as amended from time to time according to section 24 of these T&Cs.
<b>Uncontrollable Circumstance</b>	As indicated in section 10.

### 35. Interpretation

Except to the extent the context otherwise requires and except to the extent otherwise indicated elsewhere in these T&Cs, these T&Cs shall be interpreted as follows

35.1	Headings	Headings do not affect the interpretation of these T&Cs.
35.2	Reference to a party	This is reference to any party to a Subscription as indicated in the relevant Subscription Form . It includes reference to that party's successors in title and permitted assignees.
35.3	Consents, approvals	<ul style="list-style-type: none"> <li>• Where consent, approval, permission or the like of a person is not to be unreasonably refused, also cannot be unreasonably delayed or subject to unreasonable conditions.</li> <li>• Where consent, approval, permission or the like of a person is to be at that person's discretion, that person <ul style="list-style-type: none"> <li>- Shall not be obliged to respond to a request for it; and</li> <li>- Shall not be obliged to give reasons for its decision (including any decision not to respond); and</li> <li>- Excludes (to the fullest extent permitted by Law) that person's liability to any person for any reason given for that decision (including any decision not to respond).</li> </ul> </li> </ul>
35.4	Definitions	If a word or phrase is defined in these T&Cs, its other grammatical forms have a corresponding meaning.
35.5	Statutes, codes etc.	Reference in these T&Cs to any statute, code or the like includes reference to any amending, replacing, modifying or consolidating statute, code or the like on substantially similar subject matter.
35.6	'In writing'	<ul style="list-style-type: none"> <li>• Use of the expression 'in writing' (or a similar word) includes (but is not limited to) an e-mail or facsimile message.</li> <li>• It does not include communication by telephone text messages or communication via a social media site (or the like of any of these).</li> </ul>
35.7	'Including'	<ul style="list-style-type: none"> <li>• Use of the word 'including', 'in particular', 'for example' (or a similar word) at the commencement of a list to illustrate a particular concept does not limit that concept in any way.</li> <li>• Use of the abbreviation 'etc.' at the end of a list to illustrate a particular concept does not limit that concept in any way.</li> </ul>
35.8	Other references	<ul style="list-style-type: none"> <li>• Reference to one gender refers to all genders</li> <li>• Reference to the singular includes the plural and vice versa</li> <li>• Reference to any particular type of body, firm or other entity includes reference to any other type of body, firm or other entity.</li> </ul>