

# Terms & Conditions

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planet**



## Terms and Conditions

Positive Planet Eco Technology Ltd  
 Company Registration: 13279512  
 5<sup>th</sup> Floor, 60 Fountain Street  
 Manchester, M22FE

### 1. About These Terms

1.1 These Terms and Conditions (the "Terms") apply to all contracts under which Positive Planet Eco Technology Ltd, a company registered in England and Wales (the "Supplier", "we", "us" or "our"), supplies any of the following to a business customer (the "Customer", "you" or "your"):

- sustainability-related software licences and recurring subscriptions;
- subscriptions to the Positive Planet Certified Accreditation;
- consulting services; and
- training services.

1.2 Together, these are referred to as the "Services".

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

1.4 These Terms apply only to business-to-business (B2B) transactions. The Customer confirms that it is entering into the Contract in the course of its business and not as a consumer.

### 2. Definitions

In these Terms, the following definitions apply:

"Accreditation" means the Positive Planet Certified Accreditation supplied by us on a subscription basis.

"Accreditation Mark" means the trade marks, logos and certification badges associated with the Accreditation.

"Authorised User" means an employee, agent or independent contractor of the Customer who is authorised by the Customer to use the Software.

"Business Day" means any day other than a Saturday, Sunday or public holiday in England and Wales.

"Committed Term" means any fixed, minimum or multi-year period stated in the Order, Quotation or Contract during which the Customer has committed to purchase the Services.

"Contract" means the contract between us and the Customer for the supply of Services, formed in accordance with clause 3.

"Contract Anniversary" means each anniversary of the Start Date of the relevant Software Subscription or Accreditation Subscription.

"Customer Data" means any data, content, materials or information that the Customer (or any Authorised User) inputs into, uploads to, or creates within the Software, or provides to us in connection with the Services.

"Customer Default" has the meaning given in clause 10.6.

"Data Protection Laws" means all laws relating to data protection and privacy that apply to a party, including the UK GDPR, the Data Protection Act 2018 and (where applicable) the EU GDPR.

"Fees" means the fees payable by the Customer for the Services as set out in the Order or Quotation.

"in writing" includes email, but does not include automatically generated messages.

"Intellectual Property Rights" means patents, utility models, rights to inventions, copyright and related rights, trade marks, business names, domain names, goodwill, rights in designs, database rights, rights to use and protect confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered, and including all applications and renewals.

"Order" means the Customer's order for Services, whether placed by signing a Quotation, returning a purchase order, or by other written acceptance.

"Personal Data" has the meaning given to it in the Data Protection Laws.

"Quotation" means a written quotation, proposal or order form issued by us setting out the Services and Fees.

"RPI" means the UK Retail Prices Index published by the Office for National Statistics (or any successor index).

"Software" means the sustainability-related software products that we make available on a licence and/or subscription basis.

"Specification" means the description or specification of the Services in the Order, the Quotation or any annexure to the Contract.

"Subscription Term" means the initial 12 month term of any Software Subscription or Accreditation Subscription, and each subsequent 12 month renewal term.

"Start Date" means the date on which the Services first become available to the Customer, or such other date as is set out in the Order.

"Sub-processor" means any third party engaged by us to process Personal Data on behalf of the Customer in connection with the Services.

"Virus" means anything (including any software, code, file or programme) that may impair the operation of any computer, network or service, or impair, alter or erase any programme or data, including worms, trojans and viruses.

### 3. Forming the Contract

- 3.1 A Quotation is an invitation to the Customer to place an Order. It is not a binding offer.
- 3.2 An Order constitutes an offer by the Customer to purchase the Services on these Terms. The Customer is responsible for ensuring that the Order is complete and accurate.
- 3.3 The Order is only accepted, and a Contract is only formed, when we issue a written acknowledgement, an invoice, or otherwise confirm acceptance in writing.
- 3.4 These Terms apply to the Contract to the exclusion of any other terms. Any printed terms on the Customer's purchase order, acknowledgement or other document are not binding on us.
- 3.5 If a Quotation is not signed or otherwise accepted in writing by the Customer within 30 days of its date of issue, the Quotation will lapse and we are not obliged to honour it.
- 3.6 If there is any inconsistency between the Order, these Terms and the Quotation or Specification, the order of priority is: (a) the Order; (b) these Terms; and (c) the Quotation or Specification.
- 3.7 The individual placing the Order, signing the Quotation, or otherwise accepting these Terms on behalf of the Customer warrants that they have full authority to bind the Customer to the Contract.

### 4. Software Licences and Subscriptions

- 4.1 In return for payment of the applicable Fees, we grant the Customer a non-exclusive, non-transferable, non-sublicensable licence to permit Authorised Users to access and use the Software during the Subscription Term, in accordance with these Terms and any user documentation we provide.
- 4.2 The Customer may use the Software only for its own internal business purposes. The Customer must not:
- copy, modify, adapt, translate or create derivative works of the Software;
  - reverse engineer, decompile or disassemble the Software, except to the extent expressly permitted by law;
  - rent, lease, sub-licence, sell, resell, distribute or otherwise commercially exploit the Software;
  - use the Software to provide services to third parties or as part of a service bureau;
  - access the Software in order to build a product or service that competes with the Software or any of our other Services;
  - remove or obscure any proprietary notices; or
  - share login credentials, except as expressly permitted in the Order.
- 4.3 The licence is limited to the number of Authorised Users, sites or other usage parameters set out in the Order. Additional usage requires an upgrade and additional Fees.
- 4.4 The licence is granted to the Customer only and is not extended to any subsidiary, parent or holding company of the Customer, or to any other group company. Any group company that wishes to use the Software must enter into its own contract with us.
- 4.5 The Customer must ensure that each Authorised User keeps a secure password, that the password is changed at least every 6 months, and that no user shares their credentials with any other person. The Customer must maintain a current list of Authorised Users and provide it to us within 5 Business Days of our written request.
- 4.6 We may audit the Customer's use of the Software (remotely or, on reasonable notice, on site) to verify the number of Authorised Users and compliance with these Terms. Audits will be conducted no more than once per quarter, at our cost, and without unreasonable interference with the Customer's operations. If an audit reveals that the Customer has exceeded its authorised usage or under-paid Fees, the Customer must pay the shortfall within 10 Business Days of being notified.
- 4.7 We may update, change or replace features of the Software at any time, provided that the core functionality is not materially reduced during the Subscription Term.
- 4.8 The Customer is responsible for the accuracy and lawfulness of all Customer Data and for maintaining its own login credentials securely.
- 4.9 Nothing in these Terms prevents us from supplying the Software, or services similar to any of the Services, to other customers, including the Customer's competitors, or from independently developing, using, selling or licensing similar products or services.

### 5. Acceptable Use of the Software

- 5.1 The Customer must not use the Software, and must not allow anyone else to use the Software, to upload, store, transmit or distribute any content that:
- is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or otherwise objectionable;
  - is racially or ethnically offensive, sexually explicit, or discriminatory based on race, gender, colour, religious belief, sexual orientation or disability;
  - facilitates illegal activity, depicts sexually explicit images, or promotes unlawful violence; or
  - is otherwise illegal or causes damage or injury to any person or property.
- 5.2 The Customer must not, and must not allow anyone else to:
- infringe the Intellectual Property Rights or privacy rights of any person;
  - introduce or transmit any Virus or vulnerability into the Software or our systems;
  - attempt to gain unauthorised access to the Software, our systems or any other system or data;
  - conduct security testing, penetration testing or vulnerability scanning without our prior written consent;
  - place an unreasonable load on the Software, or interfere with its proper operation; or
  - use the Software in breach of any applicable law or regulation.
- 5.3 The Customer must use reasonable endeavours to prevent any unauthorised access to or use of the Software and must promptly notify us if it becomes aware of, or suspects, any unauthorised access or use.

5.4 We may suspend access to the Software immediately if we reasonably believe that the Customer is in breach of this clause 5, that suspension is necessary to protect the integrity or security of the Software, or that continued use poses a risk to us or to other users. We will lift the suspension as soon as the underlying issue has been resolved.

5.5 Suspension under this clause does not relieve the Customer of any obligation to pay the Fees.

## 6. Service Levels and Support

6.1 We will use reasonable endeavours to make the Software available 24 hours a day, 7 days a week, with a target availability of 99% measured monthly, excluding:

- planned maintenance, which we will normally carry out during the maintenance window of 22:00 to 02:00 UK time and for which we will give reasonable advance notice;
- emergency maintenance, for which we will give as much notice as is reasonably practicable;
- downtime caused by the Customer, the Customer's systems or the Customer's internet connection;
- downtime caused by third-party services, networks or infrastructure outside our reasonable control; and
- any force majeure event.

6.2 The Start Date and the agreed completion date for the Customer's project will be set out in the Order or agreed with the Customer during onboarding. The Customer's project must commence within 30 days of the agreed Start Date and must be completed within 30 days of the agreed completion date. Where delays or overruns are caused by the Customer (including any Customer Default under clause 10.6), we may charge additional Fees calculated at our prevailing daily fee rates (as set out in clause 14.8), adjust the timetable, and recover any costs or losses we incur as a result.

6.3 We provide email-based support for the Software during UK Business Days from 09:00 to 17:00 (UK time). Support requests are categorised as follows:

- P1 (Critical): the Software is unavailable or unusable for all users. Target response: 4 working hours.
- P2 (Major): a key feature is unavailable or significantly impaired, but the Software is otherwise usable. Target response: 1 Business Day.
- P3 (Minor): a non-critical issue, question or request for information. Target response: 3 Business Days.

6.4 Response times are targets only and are not guaranteed. The Customer's sole and exclusive remedy for any failure to meet a target is for us to use commercially reasonable efforts to resolve the issue. Service levels do not constitute a warranty and no service credits are payable.

6.5 Support does not include consulting, configuration, training, custom development or recovery of Customer Data, all of which are chargeable separately.

6.6 The Software may enable or assist the Customer to access third-party websites, content or services. The Customer accesses these at its own risk. We make no representation, warranty or commitment, and have no liability or obligation, in relation to the content of, use of, or any transactions completed through, any such third-party website or service. Any contract entered into between the Customer and a third party via the Software is between the Customer and the third party only.

6.7 We do not warrant that the Customer's use of the Software will be uninterrupted or error-free, that the Software, the Services or any output will meet the Customer's specific requirements, or that the Software will be free from vulnerabilities or Viruses.

6.8 We will follow our standard backup procedures for Customer Data. In the event of any loss, corruption or alteration of Customer Data, the Customer's sole and exclusive remedy is for us to use reasonable commercial endeavours to restore the Customer Data from our most recent available backup. We are not responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party other than a Sub-processor we have engaged.

6.9 Where the Services use, or rely on, artificial intelligence, machine learning or similar automated or model-based tools to produce estimates, calculations, reports or other outputs (whether in connection with sustainability data, carbon emissions, regulatory reporting or otherwise), the Customer acknowledges and agrees that:

- such outputs are informational only and are intended to support, not replace, the Customer's own analysis, judgement and decision-making;
- the Customer remains solely responsible for reviewing, validating and verifying any sustainability claim, disclosure, statement, representation or report that it makes to its customers, employees, suppliers, investors, regulators or any other third party, including any such claim that draws on or refers to AI-generated outputs;
- AI-generated outputs may contain inaccuracies, omissions, errors or biases (reflecting, among other things, the underlying training data, model design, methodology assumptions and the quality and completeness of inputs provided by or on behalf of the Customer), and we do not warrant their accuracy, completeness, suitability or fitness for any particular purpose;
- nothing in any AI-generated output constitutes legal, regulatory, financial or compliance advice, and we give no warranty, representation or guarantee that the use of, or reliance on, any AI-generated output will achieve compliance with any law, regulation, framework, standard or reporting obligation; and
- the Customer is solely responsible for its own regulatory and reporting compliance, and for satisfying itself that any AI-generated output is appropriate for its intended use before relying on it.

## 7. Positive Planet Certified Accreditation

7.1 The Accreditation is a subscription-based service. Subject to payment of the applicable Fees and continued compliance with these Terms and the Accreditation Criteria (defined below), we grant the Customer the right to display the Accreditation Mark in accordance with our brand guidelines.

7.2 The Accreditation is granted only for the Subscription Term and only to the legal entity named in the Order. It cannot be transferred to any other entity, including any group company, parent, subsidiary or successor.

7.3 The Customer must:

- provide accurate and complete information when applying for or maintaining the Accreditation;
- comply with the Accreditation Criteria for the duration of the Subscription Term;
- notify us promptly of any material change in its operations, ownership or activities that may affect its compliance; and
- co-operate with any audit, verification or re-assessment activity under clause 8.

7.4 The Accreditation does not constitute legal, regulatory or compliance advice and is not a substitute for the Customer's own independent assessment of its sustainability obligations.

## 8. Accreditation Criteria, Audit and Appeals

### 8.1 Accreditation Criteria

The "Accreditation Criteria" means the published standards, requirements and methodology that the Customer must meet to obtain and maintain the Accreditation, as updated from time to time.

### 8.2 Changes to the Accreditation Criteria

We may update the Accreditation Criteria at any time, including to reflect changes in law, regulation, scientific evidence, industry best practice or our own methodology. We will give the Customer at least 90 days' written notice of any material change before it takes effect. The Customer's existing Accreditation will remain valid until the next Contract Anniversary, after which renewal will be assessed against the updated Accreditation Criteria.

### 8.3 Audit and Verification

We may verify the Customer's ongoing compliance through reasonable means, including by requesting documentary evidence, conducting interviews with relevant personnel, or arranging on-site or remote audits. The Customer must provide reasonable co-operation and access. Audits will be conducted on reasonable notice and during normal business hours.

### 8.4 Suspension

We may suspend the Accreditation, in whole or in part, if we reasonably believe that the Customer no longer meets the Accreditation Criteria, has provided false or misleading information, or is in material breach of these Terms. During suspension, the Customer must not display or refer to the Accreditation Mark. We will lift the suspension as soon as the underlying issue has been resolved to our reasonable satisfaction.

### 8.5 Withdrawal

We may withdraw the Accreditation if a suspension under clause 8.4 has not been resolved within 60 days, if the Customer's breach is incapable of remedy, or if maintaining the Accreditation would damage the integrity of the scheme. On withdrawal, the Customer must immediately stop using the Accreditation Mark and remove all references to the Accreditation from its materials, websites, packaging and communications. No refund of Fees is payable.

### 8.6 Appeals

If the Customer disagrees with a decision to refuse, suspend or withdraw the Accreditation, it may submit a written appeal within 30 days of the decision. The appeal will be reviewed by a member of our senior team who was not involved in the original decision, and we will respond in writing within 30 Business Days. The decision on appeal is final.

### 8.7 Public Directory

We may list accredited customers in a public directory or on our website, including the Customer's name, logo, accreditation level and the date of accreditation. We will remove the Customer from the directory promptly following the end of the Accreditation. The Customer is responsible for telling us if any listed information becomes inaccurate.

### 8.8 Fees

Fees for the Accreditation become due on the Customer's acceptance of the relevant proposal, Quotation or Order, and remain payable in full whether or not the Customer subsequently delays, disengages from, or fails to provide the information required for the delivery of the Accreditation. Without limiting clause 16 (No Right of Cancellation), no refund or reduction of Fees is payable in any of these circumstances.

## 9. Permitted Claims and Use of the Accreditation Mark

9.1 The Customer may use the Accreditation Mark only in connection with the activities, products or operations covered by the Accreditation, only during the Subscription Term, and only in accordance with our brand guidelines as updated from time to time.

9.2 The Customer must not make any environmental, sustainability or ethical claim that is misleading, exaggerated, unsubstantiated, or that goes beyond the scope of what the Accreditation actually certifies. In particular, the Customer must not:

- describe itself, its products or its services as "certified", "verified", "approved", "net zero" or similar in a way that is not accurate or supported by the Accreditation;
- imply endorsement of products, services or activities that are outside the scope of the Accreditation;
- modify, redraw or combine the Accreditation Mark with other logos in a way that misrepresents its meaning; or
- continue to use the Accreditation Mark after the end of the Subscription Term or after suspension or withdrawal.

9.3 The Customer must comply with all applicable laws and regulatory guidance on green and ethical claims, including the Competition and Markets Authority Green Claims Code, the Advertising Standards Authority codes, and any equivalent rules in other jurisdictions in which the Customer operates.

9.4 The Customer must indemnify us in full against any losses, damages, costs and expenses (including reasonable legal fees) arising out of any claim by a third party (including any regulator) that the Customer's use of the Accreditation Mark or any related claim is misleading, inaccurate or in breach of any law or regulation.

9.5 We may require the Customer to correct, withdraw or amend any claim or use of the Accreditation Mark that we reasonably consider to be in breach of this clause.

9.6 The Customer remains solely responsible for any and all statements, representations, marketing claims, sustainability claims and public disclosures it makes to its customers, employees, suppliers, investors, regulators or any other third party, whether or not based on, derived from or referring to the Accreditation. We accept no responsibility and have no liability for any such statement, representation or claim made by the Customer.

9.7 The Accreditation certifies only those activities, products, operations or scope of business expressly identified in the Accreditation certificate, the Order or the published Accreditation Criteria. It does not constitute a certification, endorsement or verification of every representation, statement or claim that the Customer may make. Any claim that goes beyond the specific scope of the Accreditation is the Customer's own claim and is not supported by, and must not be presented as supported by, the Accreditation.

9.8 Unless we expressly state otherwise in writing in relation to a specific data set, methodology or output, we do not independently verify, audit or validate the operational data, evidence or other information submitted by the Customer in connection with the Accreditation. The Accreditation is awarded on the basis of the information the Customer provides, and the Customer is responsible for the accuracy, completeness and integrity of that information. Any inaccuracy, omission or misrepresentation by the Customer may invalidate the Accreditation and entitle us to suspend or withdraw it under clause 8, without refund.

## 10. Consulting Services

10.1 We will perform consulting services as described in the Order or Quotation, with reasonable care and skill and using suitably qualified personnel.

10.2 Any timescales we provide are estimates only and time is not of the essence.

10.3 Consulting services are provided on a time and materials basis unless the Order specifies a fixed fee. Where a fixed fee applies, it is based on the assumptions and scope set out in the Quotation.

10.4 If the Customer requests changes to the scope, or if changes are needed because of inaccurate or incomplete information from the Customer, we may adjust the Fees, timetable and other terms by written agreement (a Change Order).

10.5 The Customer must:

- co-operate with us in all matters relating to the consulting services;
- provide access to its premises, systems, personnel and information as we reasonably require;
- provide accurate, complete and up-to-date information;
- obtain and maintain all necessary licences, consents and permissions; and
- provide to us, within 60 Business Days of the Customer's onboarding, all data, materials and information that we require in order to deliver the Services described in the Order or Quotation. For these purposes, "onboarding" means the date on which we confirm to the Customer in writing that onboarding is complete or, if earlier, the date on which we first request the relevant data, materials or information from the Customer.

10.6 If our performance is delayed or prevented by any act or omission of the Customer, or by the Customer's failure to provide accurate, complete or timely information (a "Customer Default"), then without limiting our other rights and remedies, we may:

- temporarily suspend performance of the Services until the Customer Default is remedied, and rely on the Customer Default to relieve us from the performance of any of our obligations to the extent it prevents or delays performance;
- in the case of a material Customer Default, stop performance and notify the Customer in writing of the additional time, costs and requirements needed to allow performance to be completed;
- if the Customer rejects our proposed rectification plan, fulfil our obligations by issuing a more generic report or deliverable based on the data available to us combined with sector-level or generic data, which the Customer must not publish, distribute or rely on outside its own internal use without our prior written consent;
- retain all Fees already paid or due in respect of the affected engagement; and
- recover from the Customer any costs or losses we incur as a result of the Customer Default.

10.7 If the Customer fails to provide the data, materials or information referred to in clause 10.5 within the 60 Business Day period (or fails to provide any other data, materials or information that we require to deliver the Services), then without limiting clause 10.6 or any of our other rights and remedies, we are released from our obligation to perform or complete the affected Services, and we are not required to provide any refund, credit or reduction of Fees. Fees paid or due in respect of the affected Services remain payable in full, and clause 16 (No Right of Cancellation) continues to apply.

10.8 We are not liable for any costs, delays or losses sustained by the Customer arising directly or indirectly from a Customer Default.

10.9 Where consulting is supplied on an allocated-hours/days/sessions basis (retainer, package, fixed-fee or time-and-materials), all work undertaken by us in connection with the engagement counts in full towards the consulting hours purchased by, used by or accrued to the Customer. This includes, without limitation: time spent chasing, requesting or following up the Customer for data, materials, information, approvals or responses; a No-Show by the Customer; any meeting/call/workshop/session that the Customer fails to attend; any meeting/call/workshop/session cancelled, postponed or rescheduled with less than 24 working hours' written notice; and any time set aside, prepared for, travelled for or reserved as a result of any of the above. Such time counts towards the purchased consulting hours even though no substantive consulting work is actually performed.

10.10 In addition to the hours being deducted, we may charge separately at our prevailing daily fee rates (linked to clause 14.8) for any extra preparation, administrative time, travel cost or rescheduling work caused. No refund or credit of consulting hours is payable.

## 11. Acceptance of Consulting Deliverables

11.1 Where consulting services include the delivery of a defined output (a "Deliverable"), the Customer must review the Deliverable promptly and notify us in writing within 10 Business Days of delivery if the Deliverable does not materially conform to the description in the Order or Quotation, giving reasonable detail of the alleged non-conformity.

11.2 If the Customer does not give such notice within 10 Business Days, the Deliverable will be deemed accepted. The Deliverable will also be deemed accepted if the Customer uses it for its operational purposes.

11.3 If the Customer gives valid notice of non-conformity, our sole obligation, and the Customer's sole remedy, will be for us to use reasonable endeavours to correct the non-conformity within a reasonable period and re-deliver the Deliverable. After re-delivery, clause 11.1 applies again.

11.4 We have no liability in relation to a Deliverable to the extent that the alleged non-conformity arises from inaccurate or incomplete information provided by the Customer, from changes made by the Customer or any third party, or from use of the Deliverable other than as intended.

## 12. Travel and Expenses

12.1 In addition to the Fees, the Customer must reimburse us for reasonable travel, accommodation, subsistence and other expenses properly incurred in the performance of consulting and on-site training services.

12.2 Where we estimate that expenses will exceed £500 in respect of any single trip or engagement, we will obtain the Customer's prior approval. Approval may be given by email.

12.3 Expenses are charged at cost. VAT is charged in addition where applicable. Travel will be by standard class unless the Customer agrees otherwise.

### 13. Training Services

13.1 We will deliver training services as set out in the Order or Quotation. Training may be delivered in person, online, or through pre-recorded materials.

13.2 The Customer is responsible for ensuring that delegates attend on the agreed dates and at the agreed location (or via the agreed online platform). Fees are payable whether or not delegates attend.

13.3 The Customer may substitute a named delegate with another employee at no charge, provided we are notified at least 2 Business Days before the training.

13.4 If the Customer needs to reschedule, we will use reasonable endeavours to accommodate the request, but rescheduling is subject to availability and may be subject to additional fees.

13.5 If we need to reschedule a training session for reasons within our control, we will offer a suitable alternative date at no additional charge.

13.6 The Customer is responsible for ensuring that delegates have the IT equipment, software and connectivity needed to participate in online training. We are not responsible for any failure of the Customer's systems or connection.

13.7 The Customer must not record any training session, in whole or in part, without our prior written consent.

13.8 Where training is delivered on the Customer's premises, the Customer is responsible for ensuring a safe and suitable training environment, including health and safety arrangements.

13.9 We may substitute trainers of equivalent experience and may make minor changes to the training content where this does not materially affect the learning outcomes.

13.10 All training materials are provided for the personal use of the named delegates only. They must not be copied, shared with third parties, or used to deliver training to anyone other than the named delegates.

13.11 Training events may be audio recorded by us for quality assurance, regulatory and internal training purposes. Recordings are stored securely for 3 years and then deleted. We may, at our discretion, share online training recordings with delegates after the event; where recordings are shared, chat content may remain visible but delegate usernames will be redacted. Face-to-face training recordings are not distributed to delegates or any other person outside Positive Planet.

13.12 An electronic certificate of attendance will be issued to each delegate who has registered for, and attended, a live training event, listing any continuous professional development (CPD) hours accrued. Delegates who do not attend are not eligible for a certificate, although we may issue certificates on a case-by-case basis at our discretion. Certificates for Carbon Literacy Training are issued by the Carbon Literacy Project under its own assessment criteria, and not by us.

13.13 Joining links and other access credentials issued for an online training event are specific to the named registrant and must not be shared with any other person. We may revoke access for misuse without refund.

13.14 The Customer is responsible for ensuring that delegates have functional IT equipment, software and connectivity to access online training. We are not liable for any technical fault, failure or disruption affecting the Customer's premises, devices, software or connection, before or during a training event. No refund is payable where a delegate is unable to attend or fully participate in a training event because of a fault or failure of the Customer's or any delegate's equipment or connection.

13.15 Personal belongings and other items brought to a training event are brought at the delegate's own risk. We accept no responsibility for any loss of or damage to such items, whether at our premises, the Customer's premises, a public venue or elsewhere.

13.16 We are not responsible for issuing visa invitation letters, supporting documents or any other immigration paperwork on behalf of any delegate. We have no liability for any cost or loss arising out of any delegate's failure to obtain any necessary visa or travel authorisation.

13.17 Each delegate is responsible for arranging and paying for their own travel and accommodation to and from any in-person training event. We are not liable for any travel or accommodation costs incurred by the Customer or any delegate.

13.18 The provisions of this clause 13 are supplemented by Annex A (Training Services — Additional Provisions), which sets out accessibility windows and other event-specific mechanics for training services. In the event of any inconsistency between this clause 13 and Annex A in relation to training services, Annex A prevails.

### 14. Fees and Payment

14.1 The Fees are as set out in the Order or Quotation. Unless stated otherwise, all Fees are in pounds sterling (GBP) and are exclusive of VAT and any other applicable taxes, which the Customer must pay in addition at the prevailing rate.

14.2 We will invoice the Customer in advance for the Services. Payment must be made in cleared funds within 30 days of the date of invoice.

14.3 Software Subscriptions and Accreditation Subscriptions are invoiced annually in advance for the full 12 month Subscription Term. Consulting and training services are invoiced in advance unless otherwise stated in the Order. We are not obliged to commence work until payment of the relevant invoice has been received.

14.4 Time of payment is of the essence. If the Customer fails to pay any sum on time, then, without limiting our other rights and remedies, we may:

- charge interest on the overdue amount at a daily rate equivalent to 12% per annum from the due date until the date of payment in full, and/or pursue our rights under the Late Payment of Commercial Debts (Interest) Act 1998;
- recover reasonable costs of collection, including legal fees;
- suspend access to the Software, the Accreditation, or any other Services until payment is received in full; and
- withhold any deliverables, certificates or training materials.

14.5 The Customer must pay all amounts due in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding required by law).

14.6 If any deduction or withholding is required by law (including any withholding tax), the Customer must increase the amount payable so that, after the deduction or withholding, we receive the full amount we would have received if no deduction or withholding had been required.

14.7 At each Contract Anniversary after the initial Subscription Term, the Fees will automatically increase by the lesser of: (a) 5% of the Fees in force in the preceding 12 month period; and (b) the percentage increase in RPI over the same period. We may also propose additional increases by giving the Customer at least 60 days' written notice before the Contract Anniversary.

14.8 Where consulting or training services are charged on a time and materials basis, our daily fee rates are as set out in the Order. Daily fee rates are based on an 8 hour day worked between 09:00 and 17:00 on Business Days. Time worked outside these hours, on weekends or on public holidays is charged at 150% of the standard daily rate, on a pro-rata basis.

14.9 If the Customer disputes any invoice or part of any invoice, it must notify us in writing within 5 Business Days of receipt of the invoice, with reasonable detail of the dispute. Undisputed amounts must be paid in full by the due date. Disputed amounts will be addressed in accordance with clause 36 (Dispute Resolution), but this does not entitle the Customer to withhold payment of undisputed sums.

## 15. Auto-Renewal of Software Subscriptions and Accreditation

15.1 Software Subscriptions and Accreditation Subscriptions are supplied for an initial Subscription Term of 12 months from the Start Date.

15.2 At the end of the initial Subscription Term, and at the end of each subsequent Subscription Term, the relevant Subscription will automatically renew for a further 12 month period on each Contract Anniversary, unless either party gives written notice of non-renewal at least 60 days before the Contract Anniversary.

15.3 If notice of non-renewal is not given on time, the Subscription will renew and the Customer will be liable for the Fees for the new 12 month Subscription Term in full.

15.4 Renewal Fees will be the Fees in force at the date of renewal, subject to clause 14.7.

## 16. No Right of Cancellation

16.1 Once a Contract has been formed, the Customer has no right to cancel, terminate for convenience, withdraw from, or unilaterally reduce the scope of the Contract.

16.2 In particular, and without limitation:

- Software Subscriptions and Accreditation Subscriptions cannot be cancelled before the end of the current Subscription Term;
- consulting engagements cannot be cancelled once the Contract has been formed;
- training bookings cannot be cancelled once the Contract has been formed; and
- non-attendance at training, non-use of the Software, or non-engagement with the Accreditation does not entitle the Customer to a refund or to withhold payment.

16.3 Fees paid are non-refundable. Fees that have been invoiced but not yet paid remain payable in full. Fees become due on the Customer's acceptance of the relevant proposal, Quotation or Order, and remain payable in full whether or not the Customer subsequently delays, disengages from, or fails to provide the information required for the delivery of the Services.

16.4 The Customer's only rights to bring a Contract to an end before its natural expiry are those expressly set out in clause 25 (Termination).

16.5 As these Terms apply only to business customers, the Customer acknowledges that statutory consumer cancellation rights do not apply.

16.6 Multi-Year Terms Where the Order, Quotation or Contract states that the Customer is purchasing Services for a multi-year term, fixed term, minimum term or committed term of more than 12 months, the Customer is committing to the full duration of that term.

Unless the Order expressly states otherwise, Fees for a multi-year term may be invoiced annually in advance, but annual invoicing is for billing convenience only and does not give the Customer a right to cancel, terminate, reduce the scope of, or avoid payment for any remaining year or part of the committed term.

If the Customer fails to pay any invoice when due, terminates or purports to terminate the Contract before the end of the committed term, disengages from the Services, fails to provide required information, or otherwise does not use the Services, the Customer remains liable for all Fees payable for the full committed term. We may invoice immediately for any unpaid Fees for the remainder of the committed term, and those Fees will become immediately due and payable.

## 17. Customer Data and Exit

17.1 As between the parties, all rights, title and interest in Customer Data remain with the Customer. The Customer grants us a non-exclusive, royalty-free licence to use Customer Data for the purposes of providing and supporting the Services.

17.2 The Customer is responsible for ensuring that Customer Data is accurate, lawful, free from malware and that it has the right to provide it to us.

17.3 During the Subscription Term, the Customer may export Customer Data using the export functionality made available within the Software.

17.4 For 30 days after the end of the Subscription Term, the Customer may submit a written request for a copy of the most recent backup of Customer Data. We will use reasonable commercial endeavours to deliver the backup within 30 days of receipt of the request, provided that the Customer has paid all sums outstanding at termination. Reasonable costs of preparing and delivering the backup are chargeable to the Customer.

17.5 If the Customer does not request a backup within the 30 day window, we may delete Customer Data from our active systems.

17.6 Customer Data may persist in routine encrypted backups for a further period in accordance with our backup retention schedule, after which it will be deleted in the ordinary course.

17.7 If the Customer requires assisted data extraction, custom export formats, or migration support, this is chargeable as consulting services.

17.8 We are not obliged to retain Customer Data once an account has been suspended for non-payment for more than 60 days.

17.9 Despite clause 17.4, we may retain a copy of Customer Data after termination: (a) in non-anonymised form, only to the extent and for the period required to comply with our regulatory or other legal obligations; and (b) in anonymised or aggregated form, for our own internal analytical and product development purposes.

## 18. Intellectual Property

18.1 All Intellectual Property Rights in the Software, the Accreditation, the Accreditation Mark, our methodologies, training materials, and any deliverables produced as part of the Services are and will remain owned by us or our licensors.

18.2 Subject to payment of the Fees and compliance with these Terms, we grant the Customer a non-exclusive, non-transferable, royalty-free licence to use any deliverables we produce as part of the Services, solely for the Customer's internal business purposes.

18.3 The Customer grants us a non-exclusive, royalty-free licence to use any data, materials and information it provides to us, solely for the purpose of providing the Services and as otherwise expressly permitted by these Terms.

18.4 The Customer must not remove, alter or obscure any copyright, trade mark or other proprietary notices on any of our materials.

## 19. Feedback and Aggregated Data

19.1 If the Customer (or any of its users) provides us with any feedback, ideas, suggestions, recommendations or comments about the Services ("Feedback"), the Customer assigns to us all Intellectual Property Rights in the Feedback. We may use the Feedback for any purpose, without obligation, attribution or payment.

19.2 We may collect and use data derived from the operation of the Services, including in aggregated and anonymised form, for purposes including improving the Services, generating benchmarks and producing industry insights, provided that we do not identify the Customer or any individual.

## 20. Confidentiality

20.1 Each party will keep the other's confidential information confidential and will use it only for the purposes of the Contract.

20.2 This obligation does not apply to information that is or becomes publicly available (other than through breach of this clause), was already known to the receiving party, is independently developed, or is required to be disclosed by law or by a regulator.

20.3 This clause continues to apply for 5 years after the end of the Contract.

## 21. Data Protection and Processor Terms

### 21.1 Compliance

Each party will comply with its obligations under the Data Protection Laws.

### 21.2 Roles and Expected Volume

Where we process Personal Data on behalf of the Customer in connection with the Services, the Customer is the controller and we are the processor. Each party may also process Personal Data as an independent controller for its own administrative, business and compliance purposes. The parties do not currently expect that any significant volume of Personal Data will be processed in connection with the Services. The Customer is responsible for assessing the data it inputs and must promptly notify us if its expected use of the Services changes in a way that would materially increase the volume or sensitivity of Personal Data processed by us.

### 21.3 Scope of Processing

We will process Personal Data only on the documented instructions of the Customer (which include these Terms, the Order and any reasonable written instructions consistent with them), unless we are required by law to act otherwise. The subject matter, duration, nature, purpose, types of Personal Data and categories of data subjects are as set out in the Order or Quotation, or as otherwise reasonably inferred from the Customer's use of the Services.

### 21.4 Confidentiality and Security

We will ensure that personnel authorised to process Personal Data are bound by confidentiality obligations. We will implement appropriate technical and organisational measures to protect Personal Data against unauthorised or unlawful processing and against accidental loss, destruction or damage, taking into account the state of the art, the cost of implementation, and the nature, scope, context and purposes of processing.

### 21.5 Sub-processors

The Customer authorises us to engage Sub-processors to assist in providing the Services. We will impose data protection obligations on Sub-processors that are no less protective than those in this clause 21. We will maintain a list of Sub-processors and will give the Customer reasonable advance notice of the addition or replacement of a Sub-processor. If the Customer reasonably objects within 14 days of notice, the parties will discuss in good faith; if the issue cannot be resolved, the Customer may terminate the affected Service, but is not entitled to a refund of Fees already paid.

### 21.6 International Transfers

If we transfer Personal Data outside the UK or the EEA, we will ensure that an appropriate transfer mechanism is in place, such as the UK International Data Transfer Agreement or the UK Addendum to the EU Standard Contractual Clauses, or another mechanism recognised under the Data Protection Laws.

### 21.7 Personal Data Breach

We will notify the Customer without undue delay (and in any event within 72 hours of becoming aware) of any Personal Data breach affecting Personal Data processed on the Customer's behalf, and provide reasonable information and assistance to enable the Customer to comply with its own breach notification obligations.

### 21.8 Data Subject Rights

We will provide reasonable assistance to the Customer in responding to requests from data subjects to exercise their rights under the Data Protection Laws, taking into account the nature of the processing. The Customer must pay our reasonable costs of providing such assistance, except where the assistance is required because of our breach.

### 21.9 Audit

On reasonable written notice (and no more than once per year, except where required by a regulator or following a Personal Data breach), the Customer may request information reasonably necessary to demonstrate our compliance with this clause 21. Where required, we will permit audits by the Customer or a mutually agreed third party auditor, subject to reasonable confidentiality and security restrictions and at the Customer's cost.

#### 21.10 Return and Deletion

On expiry or termination of the Contract, we will delete or return Personal Data in accordance with clause 17, except to the extent we are required to retain it by law.

### 22. Information Security

22.1 We will maintain commercially reasonable technical and organisational measures designed to protect the confidentiality, integrity and availability of the Software and Customer Data, including:

- encryption of Customer Data in transit over public networks and at rest where appropriate;
- role-based access controls and authentication for our personnel;
- regular logging and monitoring of access and activity;
- regular vulnerability assessments and patching of systems; and
- documented incident response and business continuity arrangements.

22.2 The Customer is responsible for the security of its own systems, networks, devices and end-user accounts, including for safeguarding login credentials and for promptly notifying us of any suspected unauthorised access.

### 23. Insurance

23.1 We will maintain, with reputable insurers, appropriate insurance cover for the Services, including professional indemnity, public liability, and (where applicable) cyber liability insurance, at levels commensurate with the nature and scale of the Services.

23.2 We will provide evidence of insurance cover on the Customer's reasonable written request, no more than once per year.

23.3 The Customer must maintain its own insurance cover appropriate to its business and to the use of the Services, including in respect of any losses excluded or limited under clause 28.

### 24. Force Majeure

24.1 Neither party will be liable for any failure or delay in performing its obligations under the Contract to the extent that the failure or delay is caused by an event beyond its reasonable control, including acts of God, war, terrorism, civil unrest, government action, fire, flood, failure of utilities or telecommunications, or industrial action.

24.2 Given the nature of the Services, the parties acknowledge and agree that each party is capable of complying with its obligations remotely and electronically. Accordingly, a global pandemic or epidemic (or any government response to a pandemic or epidemic, such as enforced lockdowns or movement restrictions) does not constitute a force majeure event under this clause.

24.3 The affected party must notify the other as soon as reasonably practicable and use reasonable endeavours to mitigate the effects of the event.

24.4 If the event continues for more than 60 days, either party may terminate the Contract by written notice. Fees already paid in respect of services rendered are not refundable.

### 25. Termination

25.1 Either party may terminate the Contract immediately by written notice if the other party:

- commits a material breach of the Contract that, if capable of remedy, is not remedied within 30 days of written notice;
- becomes insolvent, enters into administration or liquidation, has a receiver appointed, makes a composition with creditors, or is unable to pay its debts as they fall due;
- suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- its financial position deteriorates to such an extent that, in the terminating party's reasonable opinion, the other party's ability to perform its obligations under the Contract has been placed in jeopardy.

25.2 We may also terminate the Contract or suspend the Services immediately by written notice if the Customer fails to pay any sum due within 30 days of the due date, or if the Customer breaches clause 5 (Acceptable Use), clause 9 (Permitted Claims), clause 30 (Anti-Bribery), clause 31 (Modern Slavery) or clause 32 (Sanctions and Export Controls).

25.3 On termination for any reason:

- On termination for any reason, all Fees due up to and including the date of termination, all Fees for the remainder of the current Subscription Term, and, where the Contract includes a multi-year term, fixed term, minimum term or committed term, all unpaid Fees for the remainder of that committed term, become immediately payable.
- the Customer's right to use the Software, the Accreditation and any other deliverables ends with immediate effect;
- the Customer must stop using and remove all references to the Accreditation, the Accreditation Mark, and to Positive Planet (including from its websites, brochures, communications and other internal and external materials); and
- each party must return or destroy the other's confidential information on request, subject to clause 17 (Customer Data) and clause 21 (Data Protection).

25.4 Termination does not affect any rights, remedies or liabilities that have accrued before the date of termination.

25.5 The following clauses survive termination: 14 (Fees and Payment), 16 (No Right of Cancellation, in respect of accrued amounts), 17 (Customer Data and Exit), 18 (Intellectual Property), 19 (Feedback and Aggregated Data), 20 (Confidentiality), 21 (Data Protection), 27 (Warranties, in respect of work already performed), 28

(Limitation of Liability), 29 (Indemnity), 33 (Non-Solicitation), 34 (Publicity), 35 (Compliance with Laws), 36 (Dispute Resolution) and 37 (General), together with any other provision intended by its nature to survive.

## 26. Change of Control

26.1 This clause applies only to a Change of Control of the Customer. It does not apply to, and gives the Customer no rights in respect of, any change in the ownership, control or corporate structure of Positive Planet Eco Technology Ltd.

26.2 For the purposes of this clause, "Change of Control" means any of the following, whether by single transaction or by a series of related transactions:

- a person (or persons acting in concert) acquiring, directly or indirectly, more than 50% of the issued share capital or voting rights in the Customer;
- a person (or persons acting in concert) acquiring the right or ability to direct the management or policies of the Customer, whether through ownership of shares, contract or otherwise;
- a sale, transfer or disposal of all or substantially all of the Customer's business or assets to which the Contract relates; or
- a merger, consolidation, scheme of arrangement or similar reorganisation of the Customer where the existing shareholders cease to hold a majority of the voting rights in the surviving or resulting entity.

26.3 The Customer must give us written notice of any actual or proposed Change of Control as soon as reasonably practicable, and in any event within 10 Business Days of the change taking effect (or, if earlier, of the change becoming public).

26.4 Within 60 days of receiving notice (or otherwise becoming aware) of a Change of Control of the Customer, we may, by written notice and at our sole discretion:

- terminate the Contract or any part of it (including any Software Subscription, consulting engagement or training Order) with immediate effect;
- re-assess the Customer's eligibility to hold the Accreditation against the Accreditation Criteria, and suspend or withdraw the Accreditation in accordance with clause 8 if the Customer no longer meets those criteria;
- require the Customer to stop using the Accreditation Mark with immediate effect, pending the outcome of any re-assessment; and/or
- review and adjust the Fees applicable to any continuing Services, with effect from the date of the Change of Control, where the Change of Control materially alters the size, scope or risk profile of the Customer.

26.5 If we terminate the Contract or any part of it under this clause, all Fees due up to and including the date of termination, and all Fees for the remainder of the current Subscription Term or engagement, become immediately payable. No refund of Fees already paid is payable.

26.6 The rights in this clause are in addition to, and do not limit, our other rights under these Terms, including under clause 8 (Accreditation), clause 25 (Termination) and clause 32 (Sanctions and Export Controls).

26.7 For the avoidance of doubt, a Change of Control of the Customer does not give the Customer any right to terminate the Contract, suspend performance, withhold payment, or obtain a refund of any Fees.

## 27. Warranties

27.1 We warrant that the Services will be provided with reasonable care and skill.

27.2 We warrant that we have and will maintain all licences, consents and permissions necessary for our performance of the Contract.

27.3 Except as expressly set out in these Terms, all warranties, conditions and other terms implied by statute or common law are excluded to the fullest extent permitted by law.

27.4 The Customer acknowledges that the Services are not designed to meet the Customer's individual or specific requirements unless those requirements are expressly set out and agreed in the Order or Quotation.

27.5 We do not warrant that the Software will be free from defects, errors or interruptions, that it will operate with any other software or hardware not specified by us, or that the Software will be free from Viruses or vulnerabilities.

## 28. Limitation of Liability

28.1 References to liability in this clause include every kind of liability arising under or in connection with the Contract, whether in contract, tort (including negligence), misrepresentation, restitution or otherwise.

28.2 Nothing in these Terms limits any liability that cannot legally be limited, including liability for:

- death or personal injury caused by negligence;
- fraud or fraudulent misrepresentation; or
- any other liability that cannot be excluded or limited under English law.

28.3 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

28.4 Nothing in this clause limits the Customer's payment obligations under the Contract.

28.5 Subject to clauses 28.2, 28.3 and 28.4, we will not be liable to the Customer for:

- loss of profit;
- loss of revenue, sales or business;
- loss of agreements or contracts;
- loss of anticipated savings;
- loss of or damage to goodwill or reputation;
- loss, corruption or use of data, information or software; or

- any indirect or consequential loss.

28.6 Subject to clauses 28.2, 28.3 and 28.4, our total liability to the Customer arising out of or in connection with the Contract will be limited to the Fees paid by the Customer under the Contract in the 12 months immediately before the event giving rise to the claim.

28.7 The cap in clause 28.6 is reduced by: (a) any payment we make in respect of liability that cannot legally be limited; and (b) any amounts awarded by a court or arbitrator in respect of costs of proceedings or interest for late payment.

28.8 We will have no liability in respect of any event unless the Customer notifies us in writing of its intention to bring a claim within 6 months of the date on which the Customer became, or ought reasonably to have become, aware of the event giving rise to the claim. The notice must identify the event and the grounds for the claim in reasonable detail.

28.9 The Customer acknowledges that the electronic transmission of information cannot be guaranteed to be secure or error-free, and that information sent or received electronically may be intercepted, corrupted, lost, destroyed, delayed or incomplete. We use commercially reasonable procedures to protect electronic communications, but we have no liability to the Customer in respect of any error or omission arising from or in connection with the electronic communication of information. If the Customer is concerned about the possible effects of electronic transmission of any communication of significance, the Customer should request a hard copy from us.

28.10 The Customer is responsible for backing up its own data and for taking out appropriate insurance to cover any losses that are excluded or limited under this clause.

## 29. Indemnity

29.1 The Customer will indemnify us in full against all losses, damages, costs and expenses (including reasonable legal fees) arising out of or in connection with:

- the Customer's breach of these Terms;
- the Customer's use of the Software, the Accreditation, the Accreditation Mark, or any other deliverables in breach of these Terms;
- any environmental, sustainability or ethical claim made by the Customer in breach of clause 9; and
- any claim by a third party arising out of the Customer's acts or omissions, including any Customer Data.

## 30. Anti-Bribery and Corruption

30.1 Each party must comply with all applicable anti-bribery and anti-corruption laws, including the Bribery Act 2010, and must not engage in any activity, practice or conduct that would constitute an offence under those laws.

30.2 The Customer must maintain its own policies and procedures to ensure compliance and must promptly notify us of any actual or suspected breach in connection with the Contract.

30.3 We may terminate the Contract immediately by written notice if the Customer breaches this clause.

## 31. Modern Slavery

31.1 Each party must comply with all applicable laws and regulations relating to modern slavery and human trafficking, including the Modern Slavery Act 2015.

31.2 Each party must take reasonable steps to ensure that there is no modern slavery or human trafficking in its business or supply chains in connection with the Contract.

## 32. Sanctions and Export Controls

32.1 Each party must comply with all applicable sanctions, trade control and export control laws, including those of the United Kingdom, the European Union and the United States, to the extent applicable.

32.2 The Customer warrants that it is not, and is not owned or controlled by, any person or entity on any sanctions list maintained by HM Treasury, the EU, OFAC or the UN, and that it will not use the Services in or for the benefit of any sanctioned country, person or entity.

32.3 We may suspend or terminate the Contract immediately by written notice if compliance with sanctions or export control laws requires us to do so.

## 33. Non-Solicitation

33.1 During the Contract and for 12 months after its end, the Customer must not, without our prior written consent, solicit for employment or engagement, or employ or engage, any of our employees, consultants or contractors who have been materially involved in the provision of the Services.

33.2 General recruitment advertising not specifically targeted at our personnel, and the engagement of someone who responds to such advertising without further encouragement, are not breaches of this clause.

33.3 If the Customer breaches this clause, the Customer must pay us a recruitment fee equal to 50% of the relevant individual's gross annual remuneration in their new role with the Customer, by way of liquidated damages, which the parties agree is a reasonable pre-estimate of our loss.

## 34. Publicity and Case Studies

34.1 We may, when dealing with third parties in the normal course of our business and subject to clause 20 (Confidentiality), refer to our relationship with the Customer for marketing or sales purposes, including by using the Customer's name and logo on our website, marketing materials and presentations to prospective customers.

34.2 The Customer may refer to its relationship with us for its own marketing or sales purposes only with our prior written consent. Once given, consent applies only to the specific use approved.

34.3 Any case study, testimonial or detailed description of the Customer's use of the Services will be subject to the Customer's prior approval, not to be unreasonably withheld or delayed.

34.4 The Customer may withdraw consent to specific use of its name and logo by written notice, and we will remove or update the relevant materials within a reasonable period.

34.5 On termination of the Contract, the Customer must immediately remove all references to Positive Planet, the Software, the Accreditation and the Accreditation Mark from its websites, communications, brochures, social media, and any other internal or external materials.

### **35. Compliance with Laws**

35.1 Each party must comply with all laws and regulations applicable to its performance of the Contract.

35.2 The Customer is responsible for determining whether its use of the Services and the Accreditation complies with the laws and regulations of any jurisdiction in which it operates.

### **36. Dispute Resolution**

36.1 If a dispute arises out of or in connection with the Contract, the parties will first attempt to resolve it by good faith discussions between senior representatives of each party within 15 Business Days of one party giving written notice of the dispute.

36.2 If the dispute is not resolved within that period, the parties will attempt to resolve it through mediation administered by the Centre for Effective Dispute Resolution (CEDR) or another mediation provider agreed in writing. The costs of mediation will be shared equally.

36.3 Nothing in this clause prevents either party from seeking interim or injunctive relief from a court at any time, or from issuing proceedings to recover undisputed sums or to protect Intellectual Property Rights or confidential information.

36.4 If the dispute is not resolved through mediation within 60 days of the start of mediation, either party may bring proceedings in accordance with clause 37.10.

### **37. General**

#### **37.1 Notices**

Notices under the Contract must be in writing and sent to the registered office or other address notified in writing. Notices may also be sent by email to a contact designated by the recipient. A notice is deemed received: if delivered by hand, on the date of delivery; if sent by pre-paid first class post, on the second Business Day after posting; or if sent by email, on the next Business Day after sending, provided no bounce-back is received.

#### **37.2 Variation**

No variation of the Contract is effective unless it is in writing and signed by an authorised representative of each party.

#### **37.3 Assignment**

The Customer must not assign, transfer, charge or sub-contract any of its rights or obligations under the Contract without our prior written consent. We may assign, transfer, charge or sub-contract any of our rights or obligations under the Contract.

#### **37.4 No Partnership or Agency**

Nothing in the Contract creates any partnership, joint venture, agency, or employment relationship between the parties.

#### **37.5 Third Party Rights**

A person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

#### **37.6 Cumulative Remedies**

Except as expressly stated, the rights and remedies of the parties under these Terms are in addition to, and not exclusive of, any other rights or remedies available at law or in equity.

#### **37.7 Counterparts and Electronic Signatures**

The Contract may be signed in any number of counterparts, each of which when executed is an original, and all of which together constitute one agreement. Signatures applied by electronic means (including DocuSign or similar platforms) are valid and binding.

#### **37.8 Entire Agreement**

The Contract constitutes the entire agreement between the parties and supersedes all previous agreements, understandings and arrangements between them, whether written or oral, relating to its subject matter. Each party acknowledges that it has not relied on any statement, representation, assurance or warranty that is not set out in the Contract. Nothing in this clause limits liability for fraud or fraudulent misrepresentation.

#### **37.9 Severability and Waiver**

If any provision of these Terms is held to be invalid or unenforceable, it shall be deemed deleted and the remaining provisions will continue in full force and effect; the parties will negotiate in good faith to agree a replacement that, as far as possible, achieves the intended commercial result of the original. A failure or delay by either party to exercise any right or remedy is not a waiver of that or any other right or remedy.

#### **37.10 Governing Law and Jurisdiction**

The Contract and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) is governed by the laws of England and Wales. Subject to clause 36, the parties agree that the courts of England and Wales have exclusive jurisdiction to settle any such dispute or claim.



## ANNEX A

### Training Services — Additional Provisions

This Annex A supplements clause 13 (Training Services) and applies to the supply of training services by us to the Customer. Capitalised terms have the meanings given in the main Terms. In the event of any inconsistency between this Annex A and the main Terms in relation to training services, this Annex A prevails. This Annex A applies only to business customers and does not apply to any individual booking as a consumer.

#### A.1 Training Categories

A.1.1 Training services may be supplied in one or more of the following categories, as set out in the Order:

- “Private Training” — training delivered to the Customer’s organisation only, either in person or online;
- “Public Events” — training delivered face-to-face at a public venue or our offices, or online, and open for booking by multiple organisations; and
- “Asynchronous Training” — pre-recorded online training accessed by the Customer at a time of its choosing.

#### A.2 Delegate Registration

A.2.1 For Private Training, on confirmation of the booking we will send the Customer a delegate spreadsheet, which the Customer must complete and return to us at least 2 Business Days before the event.

A.2.2 For Public Events, places must be booked through our website or an authorised booking partner. Each registration is for one named delegate; if more than one person wishes to attend, each must be registered separately. Places are allocated on a first-come, first-served basis.

A.2.3 The Customer is responsible for ensuring that all delegate information provided is accurate, true and complete, and that delegates are aware of the audience, aims and objectives of the relevant event as set out in the event description. Bookings may be delayed or cancelled if information is incomplete or incorrect.

#### A.3 Maximum Delegate Numbers (Private Training)

A.3.1 The number of delegates attending Private Training must not exceed the number agreed at the time of booking. The Customer must notify us in writing without delay if the number of delegates is likely to exceed the agreed number.

A.3.2 If additional delegates attend, we may revise the invoice accordingly and recover any additional Fees from the Customer.

#### A.4 Delegate Substitution

A.4.1 For Private Training, the Customer may substitute a named delegate on notice to us at no additional charge, provided the total number of delegates does not exceed the agreed maximum.

A.4.2 For Public Events, delegate substitutions are permitted at no additional charge if we are notified at least 24 hours before the event.

A.4.3 Individual Asynchronous Training subscriptions are non-transferable. Subscription packages may be shared only in accordance with the package terms set out in the Order, and only up to the number of users specified.

#### A.5 Joining Instructions and Access

A.5.1 For face-to-face Public Events, booking confirmation will be issued on registration.

A.5.2 For online Public Events, joining links and access details will be issued at least 24 hours before the event. Joining links are specific to the named registrant and must not be shared with any other person.

A.5.3 Delegates are not required to use video or microphone during a training event unless the event description states otherwise.

#### A.6 Venue Responsibilities (Private Training)

A.6.1 Where Private Training is delivered in person at a venue arranged by the Customer, the Customer is responsible for:

- arranging and paying for the venue;
- ensuring the venue is large enough to accommodate the delegates and our trainer, complies with the relevant authority’s health and safety and accessibility rules and regulations, and has a working internet connection;
- providing a laptop or PC, projector, screen, flip chart and speakers (where we have notified the Customer that these are required); and
- providing refreshments for the delegates and our trainer, and lunch if the training session is more than 3 hours long, including meeting any dietary requirements.

A.6.2 Our trainers will comply with the venue’s health and safety policies and rules while at the venue.

#### A.7 Refreshments and Dietary Requirements (Public Events)

A.7.1 For face-to-face Public Events held in the United Kingdom, we will provide refreshments for delegates and lunch if the session is more than 3 hours long.

A.7.2 For face-to-face Public Events held outside the United Kingdom, refreshments may be provided at our discretion, taking into account local arrangements at the venue.

A.7.3 The Customer must notify us in writing of any dietary requirements at least 10 working days before the event. Dietary requirements will be accommodated subject to availability at the venue.

#### **A.8 Accessibility Requirements**

A.8.1 We will use reasonable endeavours to accommodate accessibility requirements that have been notified to us in writing at least 10 working days before the event.

A.8.2 Where a Public Event is held at a third-party venue, we are not liable for any inability of any delegate to access the venue.

#### **A.9 Pricing**

A.9.1 Training pricing is published in advance, on our website or in the Quotation. We may change published prices for unbooked events at any time without notice.

A.9.2 Once a booking has been confirmed and invoiced, the price for that booking will not change.

#### **A.10 Payment for Training**

A.10.1 Training services may be paid by invoice or by credit or debit card. Where payment is by card, payment is due at the time of booking. Where payment is by invoice, the invoice terms set out in clause 14 of the main Terms apply.

A.10.2 For Public Events, full payment is required before the start of the event. Delegates whose Fees have not been paid in full before the event may be prevented from attending.

#### **A.11 No Cancellation Right by the Customer**

A.11.1 Once a booking for any training event (Private Training, a Public Event or Asynchronous Training) has been confirmed, the Customer has no right to cancel or reschedule the booking and no refund of Fees is payable, except as expressly set out in clause A.12 (cancellation by us) or clause A.13 (changes by us).

A.11.2 Non-attendance at any training event, and non-use of an Asynchronous Training subscription, do not entitle the Customer to a refund or to withhold payment.

A.11.3 Where the Customer requests a rescheduled event date, we may agree to reschedule subject to availability and on payment of any additional Fees and costs (including travel and accommodation costs already incurred by us) that we reasonably consider necessary.

#### **A.12 Cancellation by Positive Planet**

A.12.1 We may cancel any training event at any time. If we cancel an event, we will refund any Fees already paid for that event in full.

A.12.2 For Public Events, we may cancel an event if no delegate has attended within 30 minutes of the scheduled start time.

A.12.3 We recommend that delegates do not book travel or accommodation until at least 10 working days before a UK face-to-face event, and at least 30 working days before an international face-to-face event. We are not liable for any travel or accommodation costs incurred by the Customer or any delegate as a result of a training event being cancelled or moved.

#### **A.13 Changes by Positive Planet**

A.13.1 We may change the time, date, venue, format or content of a training event by written notice to the Customer.

A.13.2 If we make a material change to a paid training event after booking, the Customer may cancel that booking by giving us written notice within 3 working days of receiving notice of the change. We will refund any Fees already paid for that booking. If we do not hear from the Customer within 3 working days, the booking will continue and the Customer is not entitled to a later refund.

A.13.3 We may substitute trainers and make minor changes to event content where this does not materially affect the learning outcomes.

#### **A.14 Waitlist (Public Events)**

A.14.1 Where a Public Event is fully booked, the Customer may register on a waitlist. Places are allocated on a first-come, first-served basis.

A.14.2 If a place becomes available for a paid Public Event, we will hold it for the relevant waitlisted Customer for up to 24 hours before offering it to other delegates.

#### **A.15 Asynchronous Training Subscriptions**

A.15.1 Individual Asynchronous Training subscriptions are non-transferable and may be used only by the named registrant.

A.15.2 Subscription packages may be shared with additional users only in accordance with the package terms set out in the Order, and only up to the number of users specified.

A.15.3 We may suspend or terminate access to an Asynchronous Training subscription with immediate effect on breach of these provisions, without refund.

#### **A.16 Email Communications and Feedback**

A.16.1 By registering for a training event, the Customer accepts that we will send service emails relating to the booking. Marketing communications about future events and similar services are sent only on an opt-in basis, with an opt-out option in each marketing email.

A.16.2 We may collect feedback from delegates after a training event, in accordance with our privacy policy.

**A.17 Application**

A.17.1 This Annex A applies only to business customers. It does not create any rights for, and does not apply to, any individual booking as a consumer.

A.17.2 All other provisions of the main Terms continue to apply to training services, except to the extent that this Annex A expressly provides otherwise.

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