
TERMS AND CONDITIONS

BACKGROUND:

Revitalise Connecting People Limited (the “Service Provider”) provides networking services to business clients. All Services are contained within our website <https://revitalise-connect.com/>. The Service Provider has reasonable skill, knowledge, and experience in that field. These Terms and Conditions shall apply to the provision of services by the Service Provider to its clients.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Agreement”	means the agreement entered into by the Service Provider and the Client incorporating these Terms and Conditions (or variation thereof agreed upon by both Parties) which shall govern provision of the Services;
“Business Day”	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in Scotland;
“Client”	means the party procuring the Services from the Service Provider who shall be identified in the Agreement;
“Confidential Information”	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with the Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
“Data Protection Legislation”	means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended;
“Fees”	means any and all sums due under the Agreement from the Client to the Service Provider, as specified in the Agreement;
“Services”	means the services to be provided on Our Website https://revitalise-connect.com/

- 1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
 - 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions as amended or supplemented at the relevant time;
 - 1.2.4 a Clause or paragraph is a reference to a Clause of these Terms and Conditions or to a Clause of the Agreement, as appropriate; and
 - 1.2.5 a "Party" or the "Parties" refer to the parties to the Agreement.
- 1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.
- 1.6 References to persons shall include corporations.

2. Provision of the Services

- 2.1 The Service Provider shall act in accordance with all reasonable instructions given to it by the Client provided such instructions are compatible with the specification of Services provided in the Agreement.
- 2.2 The Services provided are located on our website <https://revitalise-connect.com/>
- 2.3 The Service Provider shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the Services.
- 2.4 The Service Provider may, in relation to certain specified matters related to the Services, act on the Client’s behalf. Such matters shall not be set out in the Agreement but shall be agreed between the Parties as they arise from time to time.
- 2.5 The Service Provider shall use all reasonable endeavours to accommodate any reasonable changes in the Services that may be requested by the Client, subject to the Client’s acceptance of any related reasonable changes to the Fees that may be due as a result of such changes

3. Client’s Obligations

- 3.1 The Client shall use all reasonable endeavours to provide all pertinent information to the Service Provider that is necessary for the Service Provider’s provision of the Services.
- 3.2 In the event that the Service Provider requires the decision, approval, consent, or any other communication from the Client in order to continue with the provision of the

Services or any part thereof at any time, the Client shall provide the same in a reasonable and timely manner.

- 3.3 Any delay in the provision of the Services resulting from the Client's failure or delay in complying with any of the provisions of Clause 3 of the Agreement shall not be the responsibility or fault of the Service Provider.

4. Fees, Payment and Records

- 4.1 The Client shall pay the Fees to the Service Provider in accordance with the Service they have signed up for.
- 4.2 The Service Provider shall invoice the Client for Fees due in accordance with the provisions of the Agreement.
- 4.3 All payments required to be made pursuant to the Agreement by either Party shall be made on or before the due date contained within the invoice issued by the Service Provider.
- 4.4 Where any payment pursuant to the Agreement is required to be made on a day that is not a Business Day, it may be made on the next following Business Day.
- 4.5 Without prejudice to sub-Clause 7.3.1 of the Agreement, any sums which remain unpaid following the expiry of the period set out in sub-Clause 4.3 of the Agreement shall incur interest on a daily basis at 8% above the base rate of the Bank of England from time to time until payment is made in full of any such outstanding sums.

5. Confidentiality

- 5.1 Each Party undertakes that, except as provided by sub-Clause 5.2 of the Agreement or as authorised in writing by the other Party, it shall, at all times during the continuance of the Agreement:
- 5.1.1 keep confidential all Confidential Information;
 - 5.1.2 not disclose any Confidential Information to any other party;
 - 5.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of the Agreement;
 - 5.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
 - 5.1.5 ensure that none of its directors, officers, employees, agents, sub-contractors, or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 5.1.1 to 5.1.4 of the Agreement.
- 5.2 Either Party may:
- 5.2.1 disclose any Confidential Information to:
 - 5.2.1.1 any governmental or other authority or regulatory body; or
 - 5.2.1.2 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;

to such extent only as is necessary for the purposes contemplated by the Agreement (including, but not limited to, the provision of the Services), or as required by law. In each case that Party shall first inform the person, party, or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 5.2.1.2 or any employee or officer of any such body) obtaining and submitting to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of Clause 5 of the Agreement, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

- 5.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Agreement, or at any time after that date becomes, public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information that is not public knowledge.
- 5.3 The provisions of Clause 5 of the Agreement shall continue in force in accordance with their terms, notwithstanding the termination of the Agreement for any reason.

6. **Force Majeure**

No Party to the Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

7. **Term and Termination**

- 7.1 The Agreement shall come into force on acceptance of these terms and shall continue, subject to the provisions of Clause 7 of the Agreement.
- 7.2 Either Party may terminate the Agreement by giving to the other not less than 30 days written notice, to expire on or at any time after the minimum term of the Agreement (which shall be defined in the Agreement).
- 7.3 Either Party may immediately terminate the Agreement by giving written notice to the other Party if:
 - 7.3.1 any sum owing to that Party by the other Party under any of the provisions of the Agreement is not paid on or before the due date of each invoice;
 - 7.3.2 the other Party commits any other breach of any of the provisions of the Agreement and, if the breach is capable of remedy, fails to remedy it within 14 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;
 - 7.3.3 the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);

- 7.3.4 the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under the Agreement);
- 7.3.5 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;
- 7.3.6 the other Party ceases, or threatens to cease, to carry on business; or

7.4 For the purposes of sub-Clause 7.3.2, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.

7.5 The rights to terminate the Agreement shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

8. **Effects of Termination**

Upon the termination of the Agreement for any reason:

- 8.1 any sum owing by either Party to the other under any of the provisions of the Agreement shall become immediately due and payable;
- 8.2 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect;
- 8.3 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of the Agreement which existed at or before the date of termination;

9. **Data Protection**

The Service Provider will only use the Client's personal information as set out in the Service Provider's Privacy Policy available from https://revitalise-connect.com/assets/documents/Revitalise-Privacy_Notice.pdf.

10. **Data Processing**

10.1 In this Clause 10 and in the Agreement, "personal data", "data subject", "data controller", "data processor", and "personal data breach" shall have the meaning defined in Article 4 of the UK GDPR.

10.2 Both Parties shall comply with all applicable data protection requirements set out in the Data Protection Legislation. Neither this Clause 10 nor the Agreement shall relieve either Party of any obligations set out in the Data Protection Legislation and shall not remove or replace any of those obligations.

10.3 For the purposes of the Data Protection Legislation and for this Clause 10 and the Agreement, the Service Provider is the "Data Processor" and the Client is the "Data

Controller”.

- 10.4 The Data Controller shall ensure that it has in place all necessary consents and notices required to enable the lawful transfer of personal data to the Data Processor for the purposes described in these Terms and Conditions.
- 10.5 The Data Processor shall, with respect to any personal data processed by it in relation to its performance of any of its obligations under these Terms and Conditions:
 - 10.5.1 Process the personal data only on the written instructions of the Data Controller unless the Data Processor is otherwise required to process such personal data by law. The Data Processor shall promptly notify the Data Controller of such processing unless prohibited from doing so by law.
 - 10.5.2 Ensure that it has in place suitable technical and organisational measures (as approved by the Data Controller) to protect the personal data from unauthorised or unlawful processing, accidental loss, damage, or destruction. Such measures shall be proportionate to the potential harm resulting from such events, taking into account the current state of the art in technology and the cost of implementing those measures.
 - 10.5.3 Ensure that any and all staff with access to the personal data (whether for processing purposes or otherwise) are contractually obliged to keep that personal data confidential; and
 - 10.5.4 Not transfer any personal data outside of the UK without the prior written consent of the Data Controller and only if the following conditions are satisfied:
 - 10.5.4.1 The Data Controller and/or the Data Processor has/have provided suitable safeguards for the transfer of personal data;
 - 10.5.4.2 Affected data subjects have enforceable rights and effective legal remedies;
 - 10.5.4.3 The Data Processor complies with its obligations under the Data Protection Legislation, providing an adequate level of protection to any and all personal data so transferred; and
 - 10.5.4.4 The Data Processor complies with all reasonable instructions given in advance by the Data Controller with respect to the processing of the personal data.
 - 10.5.5 Assist the Data Controller at the Data Controller’s cost, in responding to any and all requests from data subjects and in ensuring its compliance with the Data Protection Legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators (including, but not limited to, the Information Commissioner’s Office);
 - 10.5.6 Notify the Data Controller without undue delay of a personal data breach;
 - 10.5.7 On the Data Controller’s written instruction, delete (or otherwise dispose of) or return all personal data and any and all copies thereof to the Data Controller on termination of the Agreement unless it is required to retain any of the personal data by law; and

10.5.8 Maintain complete and accurate records of all processing activities and technical and organisational measures implemented necessary to demonstrate compliance with this Clause 10.

11. No Waiver

No failure or delay by either Party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

12. Further Assurance

Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of the Agreement into full force and effect.

13. Costs

Subject to any provisions to the contrary each Party shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of the Agreement.

14. Set-Off

Neither Party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under the Agreement or any other agreement at any time.

15. Time

All times and dates referred to in the Agreement shall be of the essence of the Agreement.

16. Relationship of the Parties

Nothing in the Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency, or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Agreement.

17. Non-Solicitation

Neither Party shall, for the Term of the Agreement and for a defined period (which shall be defined in the Agreement) after its termination or expiry, solicit or entice away from the other Party any customer or client where any such solicitation or enticement would cause damage to the business of that Party without the express written consent of that Party.

18. Third Party Rights

18.1 No part of the Agreement shall confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.

18.2 Subject to Clause 18 of the Agreement, the Agreement shall continue and be binding on the transferee, successors and assigns of either Party as required.

19. **Notices**

19.1 All notices under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

19.2 Notices shall be deemed to have been duly given:

19.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

19.2.2 when sent, if transmitted by e-mail and a successful return receipt is generated; or

19.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

In each case notices shall be addressed to the most recent address, e-mail address or number notified to the other Party.

20. **Entire Agreement**

Each Party shall acknowledge that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

21. **Counterparts**

The Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

22. **Severance**

In the event that one or more of the provisions of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

23. **Law and Jurisdiction**

The Agreement and these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of Scotland.