

APP TERMS AND CONDITIONS (these "Terms and Conditions")

1. Definitions

In this Agreement:

1.1. the following terms shall have the following meanings unless the context otherwise requires:

"Account": the account allocated to you by us for you to access information and functionality relating to the Service and related services on the App;

"Agency Worker Agreement": an agreement on the basis of which we enter into a contact with you for the Business' use of your temporary services;

"Agreement": these Terms and Conditions together with the relevant Registration Document and any document referred to in these Terms and Conditions or the Registration Document, save for the Contract and the Agency Worker Agreement;

"App": the mobile application software developed and created by us, to be used by Users to view Roles and related services which are listed by Businesses;

Assignment: the use of an individual's services on a temporary basis by a Business following entry into a contract for such assignment;

"Breach of Duty": the breach of any: (i) obligation arising from the express or implied terms of a contract to take reasonable care or exercise reasonable skill in the performance of the contract; or (ii) common law duty to take reasonable care or exercise reasonable skill (but not any stricter duty);

"Broadstone Group": means any company which is a subsidiary or holding company of Broadstone, as defined by section 1159 of the Companies Act 2006;

"Broadstone", "we", "us" or "our": Broadstone Employment Services Limited, incorporated and registered in England and Wales with company number 11790747 whose registered office is at Neo Building, 9 Charlotte Street, Manchester, Greater Manchester, England, M1 4ET;

"Business Day": any day other than: (i) a Saturday, (ii) a Sunday or (iii) any day when the clearing banks in the City of London are not physically open for business;

"Business": a company that uses the Service to list roles which you are able to view through the App, and with whom you may (if applicable) enter into an engagement in respect of any such role;

"Community Guidelines": our guidance setting how we expect you to act prior to, during, and after an Assignment to be found at [\[INSERT LINK\]](#);

"Confidential Information": any information in any form or medium obtained by or on behalf of one Party from or on behalf of the other Party in relation to this Agreement which is expressly marked as confidential or which a reasonable person would reasonably consider to be confidential, whether disclosed or obtained before, on or after the date of this Agreement, together with any reproductions of such information or any part of such information;

"Content": any information you provide to us to list in your Profile;

"Contract": a contract entered into between you and us on the basis of the [Agency Worker Agreement](#) in respect of an Assignments;

"End User": an individual who has contracted with us to receive access to the Service;

"Intellectual Property Rights": all intellectual and industrial property rights of any nature anywhere in the world, including copyright, database rights, design rights, topography rights, registered designs, design rights, trade mark rights, service mark rights, domain name rights, patents, rights to inventions, trade secrets, rights in know-how, and any other rights of a similar nature, whether or not any of the same are capable of protection by registration and whether registered or not, and applications for registration of any of the foregoing and the right to apply for any of them, anywhere in the world;

"Liability": liability in or for breach of contract, Breach of Duty, torts (including negligence and intentional torts), deliberate breach (including deliberate personal repudiatory breach), misrepresentation, restitution or any other cause of action whatsoever relating to or arising under or in connection with this Agreement, including liability expressly provided for under this Agreement or arising by reason of the invalidity or unenforceability of any term of this Agreement (and, for the purposes of this definition, all references to **"this Agreement"** shall be deemed to include any collateral contract);

"Party": either us or you, and **"Parties"** shall mean both of us and you;

"Profile": the profile page we will create for you on the Service (using the App) where you can showcase information about yourself to a Business;

"Referral Scheme": our scheme to incentivise you to recommend an individual to register as an End User;

"Registration Acceptance": the email to you from us accepting the Registration Document;

"Registration Document": the written document you submit to us containing the specific information relating to the particular services to be supplied by us to you;

"Reward": the sum of £[\[25.00\]](#), which may be credited to your Account under the Referral Scheme;

"Roles": the roles which are to be listed by a Business for a fixed period of time in the security sector;

"Service": the service provided by us which shall include:

- i. Roles being listed on the App;
- ii. providing access to a live chat function between the End User and the Business if applicable;
- iii. giving the End User the ability to post Timesheets and view earnings to date;
- iv. giving the End User to apply for Assignments; and
- v. providing Businesses access to the End User's Profile;

"Timesheets": the form required to record the number of hours worked by you in respect of the Assignment (where applicable); and

"User", "you" or "your": the recipient of services from us under this Agreement, whose details may be as set out in the Registration Document;

- 1.2. references to "Clauses" are to clauses of these Terms and Conditions;
- 1.3. the headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
- 1.4. a **"person"** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.5. a reference to a Party includes its personal representatives, successors or permitted assigns;
- 1.6. words imparting the singular shall include the plural and vice versa. Words imparting a gender shall include the other gender and the neutral and references to persons shall include an individual, company, corporation, firm, partnership, trust, association, government or local authority department or other authority or body (whether corporate or unincorporated);
- 1.7. a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- 1.8. any phrase introduced by the terms **"including", "include", "in particular"** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding or following those terms; and
- 1.9. a reference to **"writing"** or **"written"** includes in electronic form and similar means of communication (except under Clause 13).

2. Agreement

- 2.1. The terms of this Agreement apply to the exclusion of any terms and conditions submitted, proposed or stipulated by you in whatever form and at whatever time. This Agreement applies to the Service.
- 2.2. This Agreement constitutes the entire Agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 2.3. By downloading the App or clicking "submit" you agree to the terms of this Agreement which will legally bind you. If you do not agree to the terms of this Agreement, we will not provide access to the Service to you and you must not download the App.
- 2.4. In the event of a conflict between these Terms and Conditions and the Registration Document, then the Registration Document shall prevail over these Terms and Conditions.

3. The Service

- 3.1. We shall:
 - 3.1.1. make available the Service to you; and
 - 3.1.2. list your Profile on the Service using the information and Content provided to us by you, and we shall list such Content in a way that we, at our absolute discretion, consider appropriate.
- 3.2. We warrant that:
 - 3.2.1. we shall use our reasonable skill and care performing our obligations under this Agreement;
 - 3.2.2. we have all necessary rights, permissions and consents to enter into, and perform our obligations under, this Agreement; and
 - 3.2.3. we shall comply with all Applicable laws, statutes, regulations and bye-laws in relation to the exercise of our rights and performance of our obligations under this Agreement.
- 3.3. We shall make available the Service using information and criteria supplied by you. It is your responsibility to provide accurate and updated information.
- 3.4. We reserve the right and have absolute discretion, but not an obligation, to remove, screen or edit any Content that you provide to us to list on the Service that breaches this Agreement or is otherwise objectionable. Without prejudice to any other provision of this Agreement, we reserve the right to refuse to list Content or to immediately remove listed Content.
- 3.5. We may, at our absolute discretion, from time to time either host the Service on our own servers or use third party suppliers to do so in whole or in part. You acknowledge that we may from time to time

- without prior notice and without the need for prior agreement provide reasonable additional obligations or requirements or reasonably restrict your rights due to the requirements of the third party suppliers.
- 3.6. You acknowledge that we cannot guarantee uninterrupted, timely or error-free access to the Service or the App due to events beyond our control (including operation of public and private networks by Internet service providers, telecoms providers and third parties), and we may also need to carry out maintenance (whether planned or unplanned, and routine or not) from time to time on the Service or the App; however, we shall use our reasonable endeavours to minimise downtime of the Service and the App. Subject to us having used such reasonable endeavours, we do not warrant that the provision of the Service or the App to you will be uninterrupted or error-free.
 - 3.7. We reserve the right at our absolute discretion to make changes to the Service or the App at any time.
 - 3.8. We do not warrant that the Service or the App will meet your individual needs. Except for any matter upon which we specifically agree in writing with you to advise or do, we shall not be responsible or have any Liability (subject to Clause 9.2) for advising on, or failing to advise on, or doing, or failing to do, anything else.
 - 3.9. We do not guarantee that a Business will offer you an Assignment. Our only obligation to you is to provide the Service, subject to the terms of this Agreement. Except as expressly stipulated in this Agreement, we shall not be responsible or have any Liability (subject to Clause 9.2) for providing or achieving any particular results or outcomes or within a particular time.
 - 3.10. We retain the right to, if we consider it appropriate:
 - 3.10.1. remove any Content and/or your Profile;
 - 3.10.2. prevent or restrict access to the Service and/or the App; and/or
 - 3.10.3. take any other action to preserve and protect the marketplace and/or to restrict access to or availability of or remove any objectionable material, feedback, ratings, inaccurate listings, inappropriately categorised items, unlawful items or items prohibited for listing on the Service under this Agreement.
 - 3.11. Except where expressly provided for within this Agreement, we exclude all conditions, warranties, terms and obligations, whether express or implied by statute, common law or otherwise, to the fullest extent permitted by law in respect of the Service, the App, the Account and our obligations under this Agreement.

4. App and Account

- 4.1. We shall allocate to you the Account for optimised use of the Service. The Account may also allow you to access information such as your Profile and Roles, and can be used to communicate with a Business.
- 4.2. You may access the Account and the App only with a device that is compatible with the Service, including any security features that are part of the Service.
- 4.3. In order for us to allocate to you access to the Account, you shall provide such information as we may require from time to time.
- 4.4. Once you have been allocated access to the Account, you will be asked to create a username for, and allocate a password to, such access. You must keep the password confidential and immediately inform us if any unauthorised third party becomes aware of that password or if there is any unauthorised use of the Account or any breach of security known to you. You agree that any person to whom your username or password is disclosed is authorised to act as your agent for the purposes of using (and/or transacting via) the App. You are entirely responsible if you do not maintain the confidentiality of your password.
- 4.5. Once you have access to your Account, you may update your Profile details by accessing your Account through the App.
- 4.6. You agree to notify us immediately of any changes which are relevant to your Account by informing us through the App where possible or otherwise by telephoning us on [INSERT] or emailing us at [INSERT].
- 4.7. We reserve the right to prevent you using the Service, the App, or your Account.
- 4.8. When creating your Profile, you will be asked to provide details including your relevant qualifications, experience, training, licences, and any authorisation which may be required by law or by any professional body. You must ensure that all your relevant licences, authorisations and qualifications are accurate and up to date at all times
- 4.9. When creating your Profile, if applicable you will be asked to upload your SIA licence (or provide or scan your SIA licence details using the App allowing us to access your SIA licence and display relevant information from or about your SIA licence in your Profile). We will be able to suggest Roles based on your licence type. Without prejudice to any other right or remedy which we may have, if we reasonably believe that you have failed to comply in any way with, any of the terms of this Agreement, we may exercise any one or more of the following remedies at our absolute discretion:
 - 4.9.1. rescind this Agreement (in whole or in part); and/or
 - 4.9.2. remove your application for a Role from the App; and/or
 - 4.9.3. close your Account.
- 4.10. If, on three separate occasions during the term of this Agreement you fail to act in accordance with our **Community Guidelines** you acknowledge that we may:
 - 4.10.1. suspend access to your Account for period of time that we consider appropriate (at our absolute discretion); or

4.10.2. terminate this Agreement with immediate effect.

5. Your obligations

- 5.1. You shall:
- 5.1.1. ensure that the terms of the Registration Document are complete and accurate;
 - 5.1.2. ensure that you fully co-operate with us, including in order to enable us to carry out fully, accurately and promptly our obligations under this Agreement to the best of our ability;
 - 5.1.3. provide to us in writing information about yourself for your Profile, which shall be subject to our approval (such approval not to be unreasonably withheld or delayed) and shall be subject to this Agreement;
 - 5.1.4. not submit to us or to any Business anything which in any respect may infringe the Intellectual Property Rights or privacy or other rights of us or any third party;
 - 5.1.5. promptly provide us with such information, data and assistance (including anything identified in the Registration Document for you to provide to us) that will enable us to carry out fully, accurately and promptly our obligations under this Agreement to the best of our ability, where such information, data and assistance shall, at all times;
 - 5.1.6. promptly comply with all of our reasonable requests under this Agreement;
 - 5.1.7. have all necessary rights, permissions and consents to enter into, and perform your obligations under, this Agreement; and
 - 5.1.8. comply with all Applicable laws, statutes, regulations and by-laws in relation to the exercise of your rights and performance of your obligations under this Agreement and in relation to any Assignment.
- 5.2. You acknowledge that each Assignment is subject to the Contract, and you agree to comply with your obligations under the Contract.
- 5.3. It is your responsibility to ensure that you provide us with the information required to enable us to properly provide access to the Service, including Content. We shall not be responsible or have any Liability (subject to Clause 9.2) for any failure to provide access to the Service to the extent caused by your failure to comply with your obligations in Clause 5.
- 5.4. You shall not in any way use the App or the Service, or submit to us or the App or the Service, or to any user of the Service, anything which in any respect:
- 5.4.1. is in breach of any law, statute, regulation or bylaw of any applicable jurisdiction;
 - 5.4.2. is fraudulent, criminal or unlawful;
 - 5.4.3. is inaccurate or out-of-date;
 - 5.4.4. is obscene, indecent, vulgar, discriminatory, offensive, threatening, defamatory or untrue;
 - 5.4.5. impersonates any other person or body or misrepresents a relationship with any person or body;
 - 5.4.6. may infringe or breach the copy or Intellectual Property Rights of any third party;
 - 5.4.7. may be contrary to our interests;
 - 5.4.8. is contrary to any specific rule or requirement that we may stipulate for the Service; or
 - 5.4.9. involves your use, delivery or transmission of any viruses, unsolicited communications, Trojan horses, trap doors, cancelbots, back doors, worms, easter eggs, time bombs or computer programming routines that are intended to damage, interfere with, surreptitiously intercept or expropriate any data, personal information or system.
- 5.5. You may not use any automated means to access your Account, the App or the Service or collect any information from them unless we explicitly agree in writing to allow you to do so.
- 5.6. It is your responsibility to ensure that the Service is sufficient and suitable for your purposes and meets your individual requirements. It is your responsibility to ensure that:
- 5.6.1. you have sufficient capacity to enter into this Agreement; and
 - 5.6.2. your use of the Service and the searching, viewing and acceptance of Roles through the App is in your best interests;
- and you bear sole responsibility and Liability (subject to Clause 9.2) for the consequences of your use of the Service and the viewing and acceptance of Roles.
- 5.7. You must maintain and update information and Content provided by you to us as applicable. You shall audit the information you provide to us that is listed on the App on a regular basis (at least weekly) to ensure ongoing compliance with this Agreement.
- 5.8. You shall not impersonate any person or use a name that you are not legally authorised to use. If you provide false or incorrect information or do not notify us of changes to your information or Content immediately, we reserve the right to terminate this Agreement under Clause 10.3.1.
- 5.9. We shall not be responsible or have any Liability (subject to Clause 9.2) for information or Content provided to us by you that is in breach of any provision of this Agreement and that is subsequently posted on the Service.

6. Referral Scheme

- 6.1. As an End User, you are eligible to take part in our Referral Scheme. In order to qualify for a Reward, the following criteria must be satisfied:
- 6.1.1. you must be expressly identified during an individual's registration to become an End User when prompted by us, as to whether any party referred the Service to that person; and

- 6.1.2. the individual must enter into, and perform an Assignment within [six months] of becoming an End User.
- 6.2. If the individual has previously registered as an End User or previously expressed an interest to us in respect of receiving access to the Service, then the referral will not result in you being eligible for a Reward.
- 6.3. Once we have verified through the Service that the individual has performed a Role after becoming an End-User then we will credit your Account with the Reward within [five Business Days].
- 6.4. We shall have no Liability (subject to 9.2) in the event that you are not adequately identified by the individual upon their registration as an End-User.
- 6.5. We reserve the right to hold void, cancel, suspend, or amend the Referral Scheme and cancel the Reward without notice.

7. Intellectual Property Rights

- 7.1. We and you acknowledge that, as between us and you, we and our licensors own all Intellectual Property Rights in the Account, the App and the Service. We grant to you a limited non-transferable licence to make use of the Account, the App and the Service in accordance with this Agreement. This licence expressly excludes, without limitation:
 - 7.1.1. any resale or commercial use of the App or the Service;
 - 7.1.2. modifying, distributing, copying, republishing or making any derivative of the App or the Service; and
 - 7.1.3. the collection and use of participant email addresses or other user information or listings, or any data extraction or data mining whatsoever.

Any goodwill accruing out of the use of our and our affiliates Intellectual Property Rights under this Agreement shall vest in us and our affiliates, as the case may be.
- 7.2. You grant to us and our affiliates a non-exclusive, worldwide, royalty-free, perpetual, irrevocable licence to exercise all Intellectual Property Rights over the information and Content provided by you to us under this Agreement.
- 7.3. Subject to anything else to the contrary in this Agreement, neither Party shall have any rights over or to use the other Party's Intellectual Property Rights for any other purpose without the other Party's express prior written consent.

8. Confidentiality

- 8.1. Each Party shall keep the other Party's Confidential Information confidential and shall not:
 - 8.1.1. use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this Agreement; or
 - 8.1.2. disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this Clause 8.

Each Party shall use adequate procedures and security measures to protect the other Party's Confidential Information from inadvertent disclosure or release to unauthorised persons.
- 8.2. A Party may disclose the other Party's Confidential Information to those of its employees, agents and subcontractors who need to know such Confidential Information provided that:
 - 8.2.1. it informs such employees, agents and subcontractors of the confidential nature of the Confidential Information before disclosure; and
 - 8.2.2. it does so subject to obligations equivalent to those set out in this Clause 8.
- 8.3. A Party may disclose the Confidential Information of the other Party to the extent such Confidential information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 8.3, it takes into account the reasonable requests of the other Party in relation to the content of such disclosure.
- 8.4. The obligations of confidentiality in this Clause 8 shall not extend to any matter which either Party can show:
 - 8.4.1. is in, or has become part of, the public domain other than as a result of a breach of the confidentiality obligations of this Agreement; or
 - 8.4.2. was independently developed by it; or
 - 8.4.3. was independently disclosed to it by a third party entitled to disclose the same; or
 - 8.4.4. was in its written records prior to receipt.
- 8.5. Each Party reserves all rights in its Confidential Information. No rights or obligations in respect of a Party's Confidential Information other than those expressly stated in this Agreement are granted to the other Party, or to be implied from this Agreement.
- 8.6. We may identify you as a user of the Service, provided that, in doing so, we shall not reveal any of your Confidential Information (without your prior written consent).
- 8.7. On termination of this Agreement, each Party shall:
 - 8.7.1. return to the other Party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other Party's Confidential Information;

- 8.7.2. erase all the other Party's Confidential Information from its computer systems (to the extent possible); and
 - 8.7.3. certify in writing to the other Party that it has complied with the requirements of this Clause 8.7, provided that a recipient Party may retain documents and materials containing, reflecting, incorporating or based on the other Party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this Clause 8 shall continue to apply to any such documents and materials retained by a recipient Party following termination of this Agreement for any reason.
- 8.8. The provisions of this Clause 8 shall continue to apply after termination of this Agreement.

9. Limitation of Liability

- 9.1. This Clause 9 prevails over all of this Agreement and sets forth our entire Liability, and your sole and exclusive remedies, in respect of:
- 9.1.1. performance, non-performance, purported performance, delay in performance or mis-performance of this Agreement or any services in connection with this Agreement; or
 - 9.1.2. otherwise in relation to this Agreement or entering into this Agreement.
- 9.2. Neither Party excludes or limits its Liability for:
- 9.2.1. its fraud; or
 - 9.2.2. death or personal injury caused by its Breach of Duty; or
 - 9.2.3. any breach of the obligations implied by Section 2 of the Supply of Goods and Services Act 1982; or
 - 9.2.4. any other Liability which cannot be excluded or limited by Applicable law.
- 9.3. Subject to Clause 9.2, and other than any Liability arising pursuant to this Agreement, we do not accept, and we hereby exclude, any Liability for Breach of Duty.
- 9.4. Subject to Clause 9.2, we shall not have any Liability in respect of any:
- 9.4.1. indirect or consequential losses, damages, costs or expenses;
 - 9.4.2. loss of actual or anticipated profits;
 - 9.4.3. loss of contracts;
 - 9.4.4. loss of use of money;
 - 9.4.5. loss of anticipated savings;
 - 9.4.6. loss of revenue;
 - 9.4.7. loss of goodwill;
 - 9.4.8. loss of reputation;
 - 9.4.9. loss of business;
 - 9.4.10. ex gratia payments;
 - 9.4.11. loss of operation time;
 - 9.4.12. loss of opportunity;
 - 9.4.13. loss caused by the diminution in value of any asset; or
 - 9.4.14. loss of, damage to, or corruption of, data;
- whether or not such losses were reasonably foreseeable or we or our agents or contractors had been advised of the possibility of such losses being incurred. For the avoidance of doubt, Clauses 9.4.2 to 9.4.14 (inclusive) of this Clause 9.4 apply whether such losses are direct, indirect, consequential or otherwise.
- 9.5. Subject to Clause 9.2, our total aggregate Liability arising out of or in connection with all claims in aggregate (including warranty claims and losses relating to the breach of warranty) shall be limited to £50,000.
- 9.6. The limitation of Liability under Clause 9.5 has effect in relation both to any Liability expressly provided for under this Agreement and to any Liability arising by reason of the invalidity or unenforceability of any term of this Agreement.
- 9.7. You acknowledge and accept that we only make the Service available on the express condition that we will not be responsible, nor, subject to Clause 9.2, shall we have any Liability, directly or indirectly, for any act or omission of you, your affiliates or your or their employees, agents, contractors or customers or any third party.

10. Termination

- 10.1. You may terminate this Agreement with immediate effect at any time by either notifying us via your Account, or deleting your Account or in such a manner as we may specify. You acknowledge that if you are inactive from your Account for [three weeks] we may contact you to ensure we are providing the Service sufficiently in accordance with our [Cookies and Privacy Policy](#).
- 10.2. We may terminate this Agreement immediately by notice in writing to you if we reasonably consider that our relationship with you may cause our brand or business to be brought into disrepute.
- 10.3. We may terminate this Agreement immediately by notice in writing to you if:
- 10.3.1. you are in material breach of any of your obligations under this Agreement, or any other agreement between us and you, which is incapable of remedy;

- 10.3.2. you fail to remedy, where capable of remedy, any material breach of any of your obligations under this Agreement, or any other agreement between us and you, after having been required in writing to do so within a period of no less than 10 Business Days;
 - 10.3.3. you are in persistent breach of any of your obligations under this Agreement or any other agreement between us and you; and/or
 - 10.3.4. you give notice to any of your creditors that you have suspended or are about to suspend payment or if it shall be unable to pay your debts within the meaning of Section 123 of the Insolvency Act 1986, or a receiver and/or manager or administrative receiver is appointed in respect of all or any of your assets or undertaking or circumstances arise which entitle the court or a creditor to appoint a receiver and/or manager or administrative receiver or administrator which entitle the court to make a winding-up or bankruptcy order or take or suffer any similar or analogous action in consequence of debt in any jurisdiction.
- 10.4. Termination (or expiry) of this Agreement, shall automatically terminate all Assignments in force as at the date of such termination (or expiry); all ongoing Assignments as at the date of such termination shall terminate with immediate effect.
 - 10.5. The termination of any Assignment shall not effect any other Assignment, or this Agreement.
 - 10.6. Termination of this Agreement shall be without prejudice to any accrued rights or remedies of either Party.
 - 10.7. Termination of this Agreement shall not affect the coming into force, or continuance in force, of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.
 - 10.8. On termination of this Agreement for any reason you shall cease to have access to the Service.

11. Data Protection

Please see our [Privacy and Cookies Policy](#) which forms part of this Agreement.

12. Indemnity

- 12.1. You shall indemnify us, and keep us indemnified, against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by us arising out of or in connection with:
 - 12.1.1. your breach, negligent performance or non-performance of this Agreement;
 - 12.1.2. the enforcement of this Agreement; and
 - 12.1.3. any claim made against us for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with any the information and Content provided by you to us under this Agreement; and/or
 - 12.1.4. any claim made against us by a third party (including a Business) for death, personal injury or damage to property arising out of or in connection with a Role, to the extent that such claim is attributable to the acts or omissions of you.
- 12.2. This indemnity in Clause 12.1 shall apply whether or not we have been negligent or at fault.

13. Notices

- 13.1. Any notice given to either Party under or in connection with this Agreement shall be in writing, addressed to the relevant Party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that Party may have specified to the other Party in writing, and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier or sent by email.
- 13.2. A notice shall be deemed to have been received: if delivered personally, when left at the address referred to in Clause 13.1; if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, at the time of transmission.
- 13.3. The provisions of this Clause 13 shall not apply to the service of any proceedings or other documents in any legal action.

14. Assignment

You may not assign, transfer, charge or otherwise encumber, create any trust over, or deal in any manner with, this Agreement or any right, benefit or interest under it, nor transfer, novate or sub-contract any of your obligations under it, without our prior written consent (such consent not to be unreasonably withheld or delayed).

15. Severance.

- 15.1. If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.
- 15.2. If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

16. Waiver

A waiver of any right or remedy under this Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

17. Third party rights

- 17.1. Subject to Clause 17.2, no term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party.
- 17.2. The Parties intend that any right conferred upon Broadstone under this Agreement shall be enforceable by any company within the Broadstone Group pursuant to and in accordance with the Contracts (Rights of Third Parties) Act 1999.

18. Variation

We may change this Agreement at any time by sending you an email with details of the change or notifying you of a change when you next start the App. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the Service. If you do not agree with the changes, you may terminate this Agreement in accordance with Clause 10.1.

19. No partnership

Nothing in this Agreement shall constitute a partnership or employment or agency relationship between the Parties.

20. Counterparts

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

21. Governing law and jurisdiction

- 21.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England.
- 21.2. The Parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter.