THE PROPERTY INSTITUTE

GENERAL TERMS AND CONDITIONS

The Property Institute Limited ("**TPI**") may from time-to-time trade under the names "The Institute of Residential Property Management Limited" ("**IRPM**") or "The Association of Residential Managing Agents Limited" ("**ARMA**").

For the avoidance of doubt, the legal entity entering into a Contract with a Customer in accordance with these Terms and Conditions shall always be TPI.

SECTION A - GENERAL TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions (including each Section) the following words and expressions have the following meanings unless inconsistent with the context:

"Additional Charges"	any expenses, taxes, duties or other charges levied by any Governmental or authority in respect of or by reason of the sale, delivery, export or import of the Deliverables, courier and messenger costs, archiving and any other additional charges payable by the Customer in addition to the Price;
"Applicable Laws"	all applicable laws, statutes, regulations and other similar instruments from time to time in force in the United Kingdom;
"Authorised Representative"	a director or employee of TPI identified as such by TPI in the Contract Details or otherwise in writing;
"Commencement Date"	the date on which the Contract comes into existence in accordance with Condition 2.5 of this Section A;
"Confidential Information"	without limitation, business, commercial, economic, financial, operational, technical, administrative, marketing, planning and staff information and data relating to the Supplying Party or its interests disclosed including any Intellectual Property Rights to the Receiving Party whether before, during or after the provision of the Deliverables, whether in written, oral, pictorial or any other form, and all information, data, know-how, trade secrets,

formulae, processes, designs, photographs, drawings, specifications, software programs, samples or other material attributable to or deriving its existence from the provision of the Deliverables. "**Supplying Party**" and "**Receiving Party**" shall have the meanings ascribed in Condition 9 of this Section A;

"Conditions"	these General Terms and the Specific Terms stated to apply in the Contract Details;
"Contract"	any agreement for the supply of Deliverables from TPI to the Customer in accordance with Condition 2.5 of this Section A;
"Contract Details"	the specific details of the Contract confirmed by TPI in writing to the Customer prior to delivery of the Deliverables including any Proposal;
"Control"	in respect of the Customer, the acquisition of either: (a) the voting rights attaching to 25% or more of the voting shares in the Customer; or (b) the power to direct or cause the direction and management of the policies of the Customer in accordance with the acquirer's wishes, whether as a result of the ownership of shares, control of the board of directors, contract or any powers conferred by the articles of association or other constitutional documents of the Customer;
"Costs"	all costs, (including but not limited to any legal fees (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by TPI (either directly or by a third party) including disbursements, VAT and other expenses;
"Customer"	the person which has accepted these Conditions as set out in the Contract Details;
"Customer Equipment"	any apparatus and equipment required by TPI for the supply of the Deliverables, including the equipment detailed in the Contract Details;

"Data Protection Legislation"	the UK Data Protection Legislation and any other legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party;
"Deliverables"	Goods, Services, Materials and all products developed by TPI or its agents, contractors and employees as part of or in relation to the Services in any form, including, without limitation, training courses and materials, examination materials, accreditations, computer programs, data, reports and specifications (including drafts);
"Delivery Location"	the location for delivery (including an e-mail address or other online location or portal where e-delivery is agreed) of the Deliverables as set out in the Contract Details;
"Dispute"	has the meaning set out in Condition 13.1 of this Section A;
"Dispute Notice"	has the meaning set out in Condition 13.2 of this Section A;
"Due Date"	the due date for payment of TPI's invoices, as set out in Condition 4.1 of this Section A;
"Escalation to Mediation Date"	has the meaning set out in Condition 13.2 of this Section A;
"General Terms"	means the general terms and conditions set out in this Section A;
"Goods"	all goods supplied by TPI to the Customer pursuant to the Contract as detailed in the Contract Details;
"Holding Company"	has the meaning set out in Condition 1.9 of this Section A;

"Implementation Services"	means any activities and actions reasonably required, or which are set out in the Contract Details to be required, in order for TPI to supply the Deliverables;
"Input Materials"	all Intellectual Property Rights, Materials, information and documents provided by the Customer, including computer programs, data, reports and specifications and any such requirements set out in the Contract Details;
"Insolvent"	a party is insolvent if: (a) it suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or (b) it commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with its winding up; or (d) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed over it; or (e) a floating charge holder over its assets has become entitled to appoint or has appointed, an administrative receiver; or (f) a person becomes entitled to appoint a receiver over its assets or a receiver is appointed over its assets; or (g) being an individual, it is the subject of a bankruptcy application or petition or order; or

(h) a creditor or encumbrancer of it attaches or takes possession of, or a distress, execution, sequestration or enforcement, taking of control pursuant to schedule 12 of the Tribunals, Courts and Enforcement Act 2007 or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 10 Working Days; or

(i) a person serves a notice of enforcement under paragraph 7 of schedule 12 of the Tribunals, Courts and Enforcement Act 2007; or

(j) any event occurs, or proceeding is taken, in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in paragraphs (a) to (i) above (inclusive); or

it suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;

"Intellectual Property Rights" (a) all patents, industrial designs, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world and "**Intellectual Property Right"** means any one of the Intellectual Property Rights;

"Invoice" any form of payment request provided by TPI in writing;

"Materials"	all documents, videos, guides, training materials, e-learning courses, technology, concepts, ideas, data, programmes or software (including source and object codes), specifications, plans, drawings, schedules, minutes, schemes, formulae, designs, systems, processes, logos, marks, literature, styles, reports, designs, artwork, models, prototypes, photographs, films, sound recordings or any other documents, works or materials (in whatever form and on whatever media held) embodying information in any form;
"Normal Working Hours"	09:00 to 17:00 during Working Days;
"Price"	the price due from the Customer for the supply of the Deliverables as detailed in the Contract Details;
"Proposal"	any proposal, tender, estimate, scope of works or quotation submitted to the Customer by TPI prior to the Contract being made, including but not limited to the proposal set out in the Contract Details;
"Services"	the services to be provided by TPI to the Customer pursuant to the Contract and detailed in the Contract Details;
"Specification"	the description or specification of the Deliverables as set out in the Contract Details;
"Specific Terms"	the terms and conditions relevant to the Deliverables to be supplied by TPI, as set out in Section B through to Section F;
"Subsidiary"	has the meaning set out in Condition 1.9 of this Section A;
"Term"	as set out in the Contract Details;
"Territory"	means the single geographical area set out in the Contract Details;
"TPI"	The Property Institute Limited a company incorporated in England and Wales with company number 13753239 and registered address at 20 Eversley Road, Bexhill-On-Sea, East Sussex TN40 1HE;

"TPI Group"	any Subsidiary or Holding Company of TPI from time to time;
"TPI Websites"	means collectively www.tpi.org.uk; and www.tpilearninghub.org.uk
"UK Data Protection Legislation"	all applicable data protection and privacy legislation in force from time to time in the UK including but not limited to the General Data Protection Regulation ((EU) 2016/679) as retained from European law; the Data Protection Act 2018; and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;
"Unpaid Amount"	any sum due to TPI under the Contract which has not been paid by the Customer to TPI by the Due Date;
"VAT"	value added tax or any equivalent tax chargeable in the UK or elsewhere; and
"Working Day"	any day from Monday to Friday other than a statutory holiday or public holiday in England.

1.2 References to any statute or statutory provision include, unless the context otherwise requires, a reference to the statute or statutory provision as modified or re-enacted and in force from time to time, and any subordinate legislation made from time to time under the relevant statute or statutory provision.

1.3 References to "**person**" or "**persons**" include natural persons, firms, partnerships, companies, corporations, associations and organisations, (in each case whether or not having separate legal personality).

1.4 Use of any gender includes the other genders.

1.5 Words in the singular include the plural and words in the plural include the singular.

1.6 Any reference to "**writing**" or any cognate expression includes communications by post and email but excludes facsimile and text messages.

1.7 The headings to Conditions do not affect the interpretation of these Conditions.

1.8 Any phrase introduced by the term "**include**", "**including**", "**in particular**" or any similar expression will be construed as illustrative and will not limit the sense of the words preceding that term.

1.9 A reference to a "**Holding Company**" or a "**Subsidiary**" means a holding company or a subsidiary as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee) by way of security or in connection with the taking of security, or (b) its nominee.

2. BASIS OF CONTRACT

2.1 These Conditions shall apply to the sale and supply by TPI of all Deliverables purchased by the Customer. These Conditions shall govern the Contract to the exclusion of any other terms and conditions introduced or submitted by the Customer.

2.2 No variation of these Conditions shall be binding unless agreed in writing by an Authorised Representative of TPI and no collateral or supplemental contract may be made or construed unless confirmed in writing by an Authorised Representative of TPI.

2.3 Any Proposal submitted to the Customer will not constitute an offer and shall remain valid for the period stated therein, but if no period is specified such Proposal shall be valid for 30 days from the date of issue. Notwithstanding this Condition 2.3 of this Section A, any Proposal shall no longer be valid where a sub-contractor or supplier has changed its charges.

2.4 Each order or acceptance of a Proposal for the supply of Deliverables by the Customer shall be deemed to be an offer by the Customer to purchase the Deliverables subject to these Conditions.

2.5 These Conditions shall become binding on the Customer when the Contract Details are signed by the Customer, or if they are not signed, when TPI:

(a) acknowledges the order placed by the Customer in writing;

(b) commences processing of the order and/or provision of the Deliverables, whichever is earlier; or

(c) notifies the Customer that the Deliverables are ready;

whichever is the earlier, at which point a "**Contract**" shall come into existence between TPI and the Customer and such date shall be the "**Commencement Date.**" As from the Commencement Date, the Customer will be bound to pay the Price and any Additional Charges.

2.6 Each Contract shall consist of and incorporate the following, in order of priority:

(a) the Contract Details to the extent that they expressly amend these Conditions;

(b) the Specific Terms stated as being applicable in the Contract Details;

(c) the General Terms; and

(d) the Contract Details to the extent that they do not expressly amend these Conditions.

2.7 TPI is under no obligation to accept any order, and no order shall be regarded as having been accepted by TPI, unless or until the circumstances set out in Condition 2.5 of this Section A apply.

2.8 TPI may cancel an order on the provision of written notice to the Customer at any point before commencing supply of the Deliverables. TPI shall not be liable to the Customer in relation to any loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Customer as a result of cancellation.

2.9 Where TPI confirms the details of the Contract in writing, the Customer shall be under a duty to bring any discrepancies to TPI's notice before the earlier of (a) 24 hours of receipt of the written confirmation; and (b) TPI commencing supply of the Deliverables, and if the Customer fails to bring any such discrepancies to TPI's notice within the said time period, the Customer shall be bound by the details contained mentioned or referred to in the written confirmation of the Contract.

2.10 In the event that the Customer's procedures require an Invoice to be submitted against a purchase order for payment, the Customer shall be responsible for issuing the purchase order before the Contract comes into existence.

2.11 TPI's employees or agents are not authorised to make any representations concerning the Deliverables unless confirmed by TPI in writing. In entering into the Contract, the Customer acknowledges that it does not rely on any such representations which are not so confirmed save that nothing in this Condition excludes TPI's liability for fraudulent misrepresentation.

2.12 The Customer acknowledges that by entering into the Contract it will have no right to withdraw from the Contract and receive a full refund. In the event that the Customer wishes to cancel an order, it may only do so with the written consent of an Authorised Representative of TPI and on the terms that the Customer shall indemnify TPI in full against all loss (including loss

of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by TPI as a result of cancellation.

2.13 Any typographical, clerical or other omission in any sales literature, quotation, price list, acceptance of offer, Invoice or other document or information issued by TPI shall be subject to correction without any liability on the part of TPI.

3. PRICE

3.1 The Price and any Additional Charges (where known at the Commencement Date) are as stated in the Contract Details.

3.2 Unless otherwise agreed by TPI in writing, TPI may increase the Price and/or Additional Charges by giving written notice at any time to take account of any increase howsoever arising in the Price and/or Additional Charges including but without being limited to any increase in the costs of venues, materials, labour or delivery or to take account of any fluctuations in exchange rates, or alteration of duties as shall be reasonable in the circumstances.

3.3 Notwithstanding the generality of Condition 3.2 of this Section A, TPI may increase its charges (including, but not limited to the Price and Additional Charges) on an annual basis with effect from 1st January of each year by publishing such on the TPI Websites or giving prior written notice to the Customer.

3.4 TPI reserves the right to charge the Customer, as an Additional Charge, for any additional work undertaken over and above that which would have been otherwise required, (including any expenses or financial penalties incurred by the Customer) as a result of any instructions supplied by the Customer being incomplete, incorrect, inaccurate, illegible, out of sequence, in the wrong form, or provided to TPI too late to enable it to meet a deadline.

3.5 Where set out in the Contract Details, the Customer shall reimburse all reasonable expenses properly and necessarily incurred by TPI in the course of the Contract as an Additional Charge, subject to production of receipts or other appropriate evidence of payment.

4. PAYMENT TERMS

4.1 Unless otherwise stated in the Contract Details:

(a) TPI shall be entitled to submit an Invoice to the Customer for the Price and where applicable any Additional Charges on or at any time after the Commencement Date. In the event that any Additional Charges arise following the issue by TPI of the invoice, TPI will submit an Invoice to the Customer as and when the Additional Charges arise;

(b) the Customer shall pay each Invoice from TPI without any set-off or other deduction immediately on receipt and, where applicable, shall pay TPI's expenses incurred in accordance with Condition 3.5 of this Section A within 5 Working Days of TPI's request for such payment; and

(c) the Customer shall not be entitled to any reduction in the Price in the event that the Customer requests any change to the Contract or the Deliverables after TPI have submitted an invoice, including any request to change the quantity of any Deliverables.

4.2 The Customer shall make payment for the Price and, where applicable, any Additional Charges in sterling by electronic transfer, or such other payment method as TPI may expressly make available to the Customer for payment, into such bank account as notified by TPI in writing from time to time. Unless agreed otherwise in writing any payment received by TPI in any other currency or by any other method will not be deemed to be payment for the Deliverables in question. Payment will not be deemed payment for the Deliverables in question unless and until it is received in full and in cleared funds.

4.3 TPI may (at its sole discretion) accept payment of the Price and any Additional Charges by debit or credit card. If TPI accepts payment by debit or credit card, the Customer shall provide up-to-date and complete contact and billing details, and hereby authorises TPI to bill such payment card for the Price and any Additional Charges on or after the date that such charges become payable to TPI.

4.4 The time of payment of TPI's Invoices shall be of the essence of the Contract.

4.5 If the Customer fails to pay in full any Invoice from TPI by the Due Date or in any other way breaches the terms of the Contract without prejudice to any other right or remedy TPI may have:

(a) all Invoices issued by TPI in respect of any Deliverables sold or supplied and any Additional Charges pursuant to the Contract and any sums due for goods and/or services under any other contract which may exist between the parties shall immediately fall due for payment;

(b) TPI shall be entitled to:

(i) cancel or suspend access to the Deliverables or any further deliveries of Deliverables to the Customer under the Contract;

(ii) sell or otherwise dispose of the Deliverables and/or any goods which are the subject of any order by the Customer, whether or not appropriated thereto, and, where applicable, apply the proceeds of sale to the Unpaid Amount;

(iii) where applicable, charge the Customer interest (both before and after any judgement) on the Unpaid Amount at a rate of 8% above the base rate for the National Westminster Bank, and such interest shall accrue on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgement;

(iv) appropriate any payment made by the Customer to such of the Deliverables (or goods and/or services supplied under any other order) as TPI may think fit; and

(v) by notice to the Customer unilaterally vary payment terms for future contracts; and

(c) the Customer shall indemnify TPI for all reasonable Costs that are reasonably incurred by TPI (either directly or by a third party) including disbursements, VAT and other expenses that are reasonably incurred by TPI (either directly or indirectly or by a third party) in seeking or securing payment of any Unpaid Amount or otherwise pursuing any claim for damages for breach of the Contract. This indemnity shall apply whether or not the Customer has been negligent or at fault. For the avoidance of doubt, the limitations set out in Condition 11 of this Section A do not apply to the indemnity in this Condition 4.5(c) of this Section A.

4.6 Unless otherwise agreed in writing by TPI, all queries from the Customer regarding any Invoice must be received prior to the Due Date.

4.7 In the event that a Customer makes a chargeback on any Fees or other sums paid to TPI, TPI may share the Customer's information with any third party financial services provider who administers the chargeback (such as the bank and/or, TPI's payment services provider) to investigate the chargeback and/or challenge its validity.

5. DELIVERABLES

5.1 The Deliverables are as described in the Specification and the relevant Specific Terms.

5.2 TPI may, from time to time and without notice, change the Deliverables in order to comply with any Applicable Law, safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the Price for the Deliverables.

5.3 If either party wishes to change the scope or execution of the Deliverables, it shall submit details of the requested change to the other in writing.

5.4 If either party requests a change to the scope or execution of the Deliverables, TPI shall, within a reasonable time, and where reasonably practicable, provide a written estimate to the Customer of:

(a) the likely time required to implement the change;

(b) any variations to the Price arising from the change;

(c) the likely effect of the change on the Contract Details; and

(d) any other impact of the change on the Contract.

5.5 If the Customer wishes TPI to proceed with the change, TPI has no obligation to do so unless and until the parties have agreed in writing on the necessary variations to the Price and the Contract Details.

5.6 Notwithstanding the generality of Conditions 5.2 through to 5.5 of this Section A, TPI may make changes to the Deliverables or the Contract:

(a) to increase the Price to proportionately reflect the costs associated with establishing and providing the Deliverables;

(b) to reflect good industry practice and guidance;

(c) to correct errors;

(d) to accommodate minor or temporary changes to dates, locations, speakers, tutors and presenters, which do not impact on the overall provision of the Deliverables;

(e) to accommodate changes to dates, locations, speakers, tutors and presenters which are necessary as a result of events outside TPI's control, including but not limited to in circumstances where Condition 14 would otherwise apply to the Contract;

(f) by adding or removing optional elements of the Deliverables; and/or

(g) if a third party such as a government body, an awarding body, regulator or professional institute which governs any part of the Deliverables imposes such changes on TPI, such as amending a regulation, policy or procedure, changing a syllabus or method of assessment,

and shall submit details of such changes to the Customer within a reasonable period.

6. CUSTOMER OBLIGATIONS

6.1 The Customer warrants that it will:

(a) co-operate with TPI in all matters relating to the Deliverables and in particular promptly and fully respond to all communications from TPI relating to the supply of the Deliverables;

(b) provide, in a timely manner, such Input Materials as TPI may request;

(c) ensure all Input Materials are accurate in all material respects;

(d) set up the Customer Equipment in accordance with TPI's instructions;

(e) ensure that all Customer Equipment is in good working order and suitable for the purposes for which it is used in relation to the Deliverables and conforms to all relevant United Kingdom standards or requirements;

(f) take all reasonable precautions to ensure the health and safety of TPI, its employees, agents, or sub-contractors whilst at the Delivery Location and will inform TPI of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Delivery Locations;

(g) obtain before the date on which the Deliverables are to start and maintain all necessary licenses and consents and comply with all relevant legislation in relation to the Deliverables and the use of the Input Materials; and

(h) carry out all additional actions specified in the Contract Details by the times and dates set out therein.

6.2 If TPI's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, its agents, sub-contractors or employees:

(a) TPI shall not be liable for any costs, expenses, losses or charges sustained or incurred by the Customer arising directly or indirectly from such prevention or delay; and

(b) notwithstanding that time shall not be of the essence for performance of the Deliverables and without prejudice to any other right or remedy it may have, TPI shall be allowed an extension of time to perform its obligations equal to the delay caused by the Customer.

6.3 Notwithstanding the provisions of Condition 6.2 of this Section A, TPI may charge the Customer as an Additional Charge for any additional reasonable costs and expenses incurred by TPI caused by the Customer's instructions, failure to provide instructions, or failure to comply with Condition 6.1 of this Section A.

6.4 The Customer shall not, without the prior written consent of TPI, at any time from the Commencement Date to the expiry of 12 months after the termination of the Contract, solicit or entice away from TPI or employ or

attempt to employ any person who is, or has been, engaged as an employee, consultant, supplier or sub-contractor of TPI in the provision of the Deliverables.

6.5 Any consent given by TPI in accordance with Condition 6.4 shall be subject to the Customer paying to TPI a sum equivalent to 20% of the then current annual remuneration of TPI's employee, consultant, supplier or sub-contractor or, if higher, 20% of the annual remuneration to be paid by the Customer to that employee, consultant, supplier or sub-contractor.

7. SUPPLY OF THE DELIVERABLES

7.1 The Deliverables shall be performed at such times as TPI shall in its sole discretion decide and, where applicable, during Normal Working Hours.

7.2 Subject to the remainder of this Condition 7, TPI warrants that it shall:

(a) insofar as is reasonably practicable supply the Deliverables to the Customer in accordance with the Specification in all material respects;

(b) provide the Deliverables using reasonable skill and care;

(c) use personnel who are suitably skilled and experienced to perform tasks assigned to them;

(d) obtain and maintain during the Term, all necessary licences and consents that it needs to carry out its obligations under the Contract in respect of the Deliverables; and

(e) use reasonable endeavours to meet any Anticipated Delivery Dates specified in the Contract Details, but any such dates shall be estimates only and time shall not be of the essence for performance of the Deliverables.

7.3 TPI provides no guarantee or warranty that any result or objective can or will be achieved or attained at all or by a given completion date or any other date, whether stated in the Contract Details or elsewhere.

7.4 Subject as expressly provided in these Conditions, all warranties conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. In particular, TPI makes no warranty as to the fitness of the Deliverables for any particular purpose even if that purpose is stated in the Customer's order, nor that any result or objective can or will be achieved or attained at all or by a given completion date or any other date, whether stated in the Contract Details or elsewhere. This exclusion includes recommendations or advice from TPI to the Customer relating to a specific enquiry. The Customer must satisfy itself as to the fitness for the purpose for which the Deliverables are intended.

7.5 TPI shall not be liable for a breach of any of the warranties in Condition 7.2 of this Section A unless:

(a) the Customer gives written notice of the defect to the person identified in the Contract Details. In the event of a defect which is not apparent on delivery the Customer shall inform TPI of such defect immediately on discovery of the defect but in any event within 2 Working Days of delivery; and

(b) TPI is given a reasonable opportunity after receiving the notice of examining the Deliverables and the Customer complies with any request from TPI to return Deliverables to TPI's place of business at the Customer's cost for examination to take place there.

7.6 TPI shall not be liable for breach of warranty under Condition 7.1 of this Section A if:

(a) the Customer makes any further use of such Deliverables after giving notice under Condition 7.5 of this Section A; or

(b) the Customer alters the Deliverables without the written consent of TPI.

7.7 Where any valid claim in respect of the Deliverables is made by the Customer, TPI shall be entitled at its option to:

(a) re-perform, replace, repair or correct the Deliverables (or the part in question) found not to conform to warranty at TPI's cost;

(b) at TPI's sole discretion, refund to the Customer the Price (or a proportionate part of the Price) of the relevant part of the Deliverables found not to conform to warranty,

and subject to Condition 11.1 of this Section A, TPI shall have no further liability to the Customer.

7.8 Any claim by the Customer under this Condition 7 of this Section A in respect of any Deliverables shall not entitle the Customer to withhold or delay payment in respect of any other Deliverables in respect of which no such claim has been made whether or not those Deliverables form part of the same consignment.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 The Customer acknowledges that TPI is the owner or the licensee of all Intellectual Property Rights in the Deliverables. Under no circumstances shall any of the Intellectual Property Rights transfer to the Customer other than as expressly stated within these Conditions and/or the Contract Details.

8.2 TPI grants to the Customer a non-exclusive licence (without the right to sub-licence) to use any Intellectual Property Rights in the Deliverables for the purpose of making reasonable use of the Deliverables in the Territory.

8.3 The Customer shall provide the Input Materials to TPI for the purpose of the provision of Deliverables and shall grant to TPI a non-exclusive licence to use any Input Materials for the purpose of providing the Deliverables.

8.4 The Customer shall indemnify and hold TPI harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by, TPI as a result of or in connection with any alleged or actual infringement, whether or not under English law, of any third party's Intellectual Property Rights or other rights arising out of the use of the Input Materials.

8.5 Without prejudice to any other rights or remedies that TPI may have, each party acknowledges and agrees that damages alone would not be an adequate remedy for any breach of these Conditions or the Contract. Accordingly, TPI shall be entitled to the remedies of injunctions, specific performance or other equitable relief for any threatened or actual breach of these Conditions or the Contract.

9. PROTECTION OF CONFIDENTIAL INFORMATION

9.1 Each party (**"Receiving Party"**) shall keep the Confidential Information of the other party (**"Supplying Party"**) confidential and secret. The Receiving Party shall only use the Confidential Information of the Supplying Party as necessary in relation to the supply of the Deliverables (in the case of TPI) or as necessary for the purpose of making reasonable use of the Deliverables (in the case of the Customer) and for performing the Receiving Party's obligations under the Contract. The Receiving Party shall inform its officers, employees and agents of the Receiving Party's obligations under the provisions of this Condition 9 of this Section A, and ensure that they meet such obligations.

9.2 The obligations of Condition 9.1 of this Section A shall not apply to any information which:

(a) was known or in the possession of the Receiving Party before it was provided to the Receiving Party by the Supplying Party;

(b) is, or becomes, publicly available through no fault of the Receiving Party;

(c) is provided to the Receiving Party without restriction or disclosure by a third party, who did not breach any confidentiality obligations by making such a disclosure;

(d) was developed by the Receiving Party (or on its behalf) without direct access to, or use or knowledge of the Confidential Information supplied by the Supplying Party; or

(e) is required to be disclosed by order of a court of competent jurisdiction.

9.3 This Condition 9 of this Section A shall survive termination of the Contract.

10. DATA PROTECTION

10.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Condition 10.1 of this Section A is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

10.2 TPI warrants that, to the extent it processes any personal data belonging to the Customer it shall only use such personal data as set out in its general external privacy notice in place from time to time, which is accessible at https://www.tpi.org.uk/privacy-policy

11. LIMITATION OF LIABILITY

11.1 TPI has obtained reasonable insurance cover in respect of its own legal liability. The limits and exclusions in this Condition 11 of this Section A reflect the insurance cover TPI has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.

11.2 Nothing in these Conditions shall limit or exclude TPI's liability for:

(a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

(b) fraud or fraudulent misrepresentation;

(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or

(d) any matter in respect of which it would be unlawful for TPI to exclude or restrict liability.

11.3 Subject to Condition 11.2 of this Section A, TPI shall have no liability in respect of any:

(a) special, indirect consequential or pure economic loss, costs, damages, charges or expenses;

(b) loss of profits;

(c) loss of sales or business;

(d) loss of agreements or contracts;

(e) loss of anticipated savings;

(f) loss of use or corruption of software, data or information;

(g) loss of or damage to goodwill.

11.4 Subject to Condition 11.2 of this Section A, TPI's liability shall be limited in accordance with the limit set out in the applicable Condition of Section B, Section C, Section D, Section E, Section F or Section G.

11.5 Subject to Condition 11.2 of this Section A, TPI shall have no liability under these Conditions or otherwise if the Deliverables have not been paid for by the Due Date.

11.6 The Customer shall indemnify and hold TPI harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by TPI as a result of or in connection with any claim made against TPI in respect of any liability, loss, damage, injury, cost or expense sustained by TPI, or TPI's employees or agents or by any third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the use of the Deliverables as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the Contract by the Customer.

12. TERMINATION AND CONSEQUENCES

12.1 Without prejudice to any other remedies or rights whether under the Contract or otherwise, TPI may terminate the Contract at any time by written notice to the Customer and the notice taking effect as specified in the notice if:

(a) the Customer commits a material or persistent breach of any of these Conditions, and (if such a breach is remediable), fails to remedy that breach within 10 Working Days, or such other time period deemed appropriate by TPI at the time, of being notified in writing (acting reasonably);

(b) the Customer fails to pay any sum due by the Due Date, including any interest accrued, in full cleared funds within 30 days of the Due Date, or such other time period deemed appropriate by TPI at the time, of being notified in writing (acting reasonably);

(c) the Customer becomes Insolvent;

(d) the Customer does, or omits to do, anything which in TPI's reasonable opinion could damage or have an adverse impact on TPI's reputation, Intellectual Property Rights or goodwill;

(e) there is a change in Control;

(f) TPI reasonably apprehends that any of the events mentioned above is about to occur and notifies the Customer accordingly; or

(g) TPI provides 20 Working Days' written notice to the Customer.

12.2 For the purposes of Condition 12.1(a) of this Section A, a breach shall be considered capable of remedy if the Customer can comply with the provision in question in all respects other than as to the time of performance (provided that time of performance is not of the essence).

12.3 Upon termination of the Contract for any reason:

(a) the Customer shall immediately pay to TPI all outstanding Invoices, and in respect of any part of the Price and Additional Charges or other sums payable by the Customer but for which no Invoice has been submitted, TPI may submit an Invoice which shall be payable immediately on receipt;

(b) the Customer shall, upon TPI's request, pay any part of the Price and Additional Charges for any Deliverables that are in the process of being supplied but have not yet been completed;

(c) any licence granted by these Conditions shall terminate and the Customer shall immediately cease all use of the Deliverables and the Materials;

(d) each party shall return, delete or destroy all Confidential Information and all other information which has been provided to it by the other party belonging to that other party in whatever medium in accordance with the instructions of that other party;

(e) each party shall be relieved of and released from all of its duties and obligations under the Contract except those set out in Conditions 1, 2, 6.4, 6.5, 8, 9, 10 and Conditions 11 to 14 (inclusive) of this Section A; and

(f) the accrued rights and remedies of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

13. DISPUTE RESOLUTION

13.1 The parties shall resolve any dispute, controversy, or claim arising out of or relating to the Contract, or the breach, termination or invalidity hereof (each, a "**Dispute**"), in accordance with the provisions of Conditions 13.2 through to 13.4 of this Section A. The procedures set forth in Conditions 13.2 through to 13.4 of this Section A shall be the exclusive mechanism for resolving any Dispute that may arise from time to time and Conditions 13.2 through to 13.4 of this Section A are express conditions precedent to litigation of the Dispute.

13.2 A party shall send written notice to the other party of any Dispute ("**Dispute Notice**"). The parties shall first attempt in good faith to resolve any Dispute set forth in the Dispute Notice by negotiation and consultation between senior executives of their respective organisations or, in the case of the Customer being an individual, between the Customer and senior executives of TPI. In the event that the Dispute is not resolved on an informal basis during the time period ending 30 days after the Dispute Notice (the last day of such time period, the "**Escalation to Mediation Date**"), either party may initiate mediation under Condition 13.3 of this Section A.

13.3 **Mediation.**

(a) Subject to Condition 13.2 of this Section A, the parties may, at any time after the Escalation to Mediation Date, submit the Dispute to any mutually agreed to mediation service for mediation by providing to the mediation service a joint, written request for mediation, setting forth the subject of the Dispute and the relief requested. The parties shall cooperate with one another in selecting a mediation service, and shall cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. The parties covenant that they will use commercially reasonable efforts in participating in the mediation. The parties agree that the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the parties.

(b) The parties further agree that all offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator and any employees of the mediation service, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation, arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

13.4 If the parties cannot resolve any Dispute for any reason, including, but not limited to, the failure of either party to agree to enter into mediation or agree to any settlement proposed by the mediator, within 60 days after the Escalation to Mediation Date, either party may file suit in accordance with Condition 14.11 of this Section A.

14. GENERAL PROVISIONS

14.1 **Force majeure.**

(a) TPI shall have no liability to the Customer under the Contract if it is prevented from or delayed in performing its obligations under the Contract, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of TPI or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, pandemic, epidemic or the default or illness of any employee, consultant, supplier or sub-contractor.

(b) TPI shall promptly notify the Customer in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than 7 days, TPI may terminate the Contract by written notice to the Customer.

14.2 **Notices.**

(a) Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at the address set out in the Contract Details or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. Any notice:

(i) sent by recorded post shall be deemed served at the time that it is signed for or, where it is not signed for, on the second Working Day following posting;

(ii) delivered personally shall be deemed served at the time of personal delivery, provided the same occurs on a Working Day; and

(iii) sent by email shall be deemed served at the time of transmission provided that the transmission occurs on a Working Day, and on the next Working Day following transmission where transmission does not occur on a Working Day.

(b) To prove service it shall be sufficient to show that the email was transmitted to the email address of the other party or that the envelope containing the notice was properly addressed and posted.

(c) The Customer warrants that at all times during the Contract it has provided TPI with up to date and accurate contact details, including a current postal address and email address and that it will promptly provide to TPI written notice of any change to its' postal address or email address.

14.3 **Entire agreement.** Each Contract constitutes the entire agreement between the parties in relation to its subject matter, supersedes any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

14.4 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for or to bind another party in any way.

14.5 **Further assurance.** Each party to the Contract shall at the request and expense of the other execute and do any deeds and other things reasonably necessary to carry out the provisions of the Contract or to make it easier to enforce.

14.6 **Assignment and other dealings.** TPI may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any part of its rights or obligations under the Contract. The Customer shall not, without the prior written consent of TPI, assign, transfer, charge, sub-contract or deal in any manner with all or any of its rights or obligations under the Contract.

14.7 **Severance.** If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions shall remain in full force and effect.

14.8 **Waiver.** A waiver of any right or remedy under the Contract 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 TPI to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it 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.

14.9 **Cumulative remedies.** All rights and remedies available to either of the parties under the terms of the Contract or under the general law are to be cumulative, and no exercise by either of the parties of any such right or remedy is to restrict or prejudice the exercise of any other right or remedy granted by the Contract or otherwise available to that party.

14.10 **Third party rights.** A person who is not a party to the Contract will not have any rights under any term of the Contract.

14.11 **Governing law and jurisdiction.** The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England.

SECTION B – MEMBERSHIP

SPECIFIC TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Section B the following words and expressions have the following meanings unless inconsistent with the context:

"Affiliate Individual Member"	an Individual Member who is granted affiliate membership of TPI in accordance with the relevant Membership Criteria;
"Application Fee"	the fee payable to TPI in connection with any application to become a Member as set out in the Contract Details;
"Articles"	the articles of association for TPI for Individual Members and Company Members (as applicable) as amended and updated by TPI from time to time as notified to the Member in writing from time to time;
"Associate Company Member"	a Company Member who is granted associate membership of TPI in accordance with the relevant Membership Criteria;
"Block Management"	means the management of the internal/external common parts of a leasehold or common areas of a freehold development on behalf of a freeholder, superior landlord, residents' management company, tight to manage company or a court appointed manager;
"Board of Directors"	the officers of TPI appointed in accordance with the Articles;
"Code of Conduct"	the TPI codes of conduct for Individual Members and Company Members (as applicable) as amended and updated by TPI from time to time;
"Company Member"	any person who is granted membership of TPI where that person is a firm, partnership, company, corporation, association, organisation or other legal entity that is not an individual or natural person;

"Continuous Professional Development"	training and professional development which TPI determines to demonstrate an Individual Member's ongoing expertise and experience;
"Enhanced Individual Member"	an Individual Member who is granted Associate membership, Member membership or Fellow membership status in accordance with the relevant Membership Criteria;
"Individual Members"	any person who is granted membership of TPI where that person is an individual or natural person;
"Member"	means collectively Individual Members, Scotland Company Members and Company Members;
"Membership Criteria"	the criteria set by the Board of Directors for membership of TPI (as amended and updated by TPI from time to time), including the criteria for becoming an Individual Member or a Company Member, and the criteria for a Member being granted the following status (in each case as applicable to Individual Members or Company Members): an Enhanced Individual Member; (b) an Associate Company Member; (c) a Network Company Member; and (d) a Partner Company Member.
"Misconduct Procedure"	the procedure for governing any misconduct of an Individual Member and/or a Company Member(as applicable) as amended and updated by TPI from time to time;
"Network Company Members"	a Company Member who is granted network member firm status of TPI in accordance with the relevant Membership Criteria;
"Partner Company Members"	a Company Member who is granted partner member firm status of TPI in accordance with the relevant Membership Criteria;

"RCM/RTM Company Director"	a Company Member who is granted RMC/RTM Company Director membership of TPI in accordance with the relevant Membership Criteria;
"Renewal Period"	the period during which a Member can renew their membership by paying the Subscription Fee as notified to Members by TPI from time to time;
"Scotland Company Member"	a 'Business Member' as defined in Article 1.1 of the Articles which TPI's Board of Directors has decided operates its business in Scotland, but which excludes for the avoidance of doubt, Individual Members;
"Standards"	the ARMA Consumer Charter and Standards published by TPI and provided to Company Members, as updated by TPI from time to time;
"Subscription Fee"	the annual fee payable to TPI by an Individual Member and/or a Company Member in respect of it's membership of TPI as set out in the Contract Details and as notified to each Member by TPI from time to time;
"TPI Branding"	any logo, post-nominal or other identifier of TPI which a Member is permitted to use or identify with by TPI in accordance with these Conditions and the TPI Usage Guide;
"TPI Usage Guide"	the guidelines issued by TPI on the use of the TPI Branding, as amended and updated by TPI from time to time.

2. MEMBERSHIP CONDITONS FOR PROFESSIONAL MEMBERS

This Condition 2 of Section B shall apply to the Customer only to the extent it is, it applies and/or becomes, an Individual Member and a reference to "Individual Member" shall (unless the context requires otherwise) be a reference to the Customer as an Individual Member.

2.1 Where the Customer applies to become an Individual Member, TPI shall determine at its sole discretion whether the Customer shall be permitted to become an Individual Member. If a third party (such as a PA) applies for Individual Member status on behalf of a Customer, that third party must confirm that the Customer has read and accepted these Conditions (and any documents or other terms referred to within it). Furthermore, it is the Customer who must sign the application, and not, for the avoidance of doubt, any third party applying on behalf of the Customer.

2.2 In applying to become an Individual Member, the Customer warrants that:

(a) it has read and accepts the Code of Conduct, the Articles, these Conditions and bye-laws;

(b) it has consented to TPI contacting any employer or former employer, trade or professional organisation, or accreditation, qualification or assessment body in order to determine the Customer's suitability to become an Individual Member or to confirm the validity of any qualification or accreditation held by the Customer;

(c) it has consented to TPI providing information to the Customer's employer regarding the Customer's membership status, participation and, where applicable, performance in courses, examinations, qualifications, accreditations or events, and Continuous Professional Development undertaken by the Customer;

(d) all information provided by the Customer to TPI regarding the Customer's application to become an Individual Member is complete, accurate and up to date;

(e) it is not aware of any circumstances in relation to its application to become an Individual Member which TPI reasonably believes may bring TPI into disrepute or otherwise have a detrimental impact on TPI's reputation, standing, Intellectual Property Rights and goodwill;

(f) it is not Insolvent;

(g) it has not been the subject of any Misconduct Procedure or otherwise previously been excluded from being an Individual Member for any reason.

2.3 Unless otherwise stated by TPI, the Customer shall be an Affiliate Individual Member of TPI. TPI may at its sole discretion deem the Customer suitable to be an Enhanced Individual Member.

2.4 Notwithstanding any agreement or approval by TPI to the Customer, the Customer shall not be deemed an Individual Member whilst any Application Fee or Subscription Fee is outstanding and shall not be entitled to do anything to hold themselves out as an Individual Member or otherwise associated or affiliated with TPI in any way.

2.5 Whilst an Individual Member, the Customer shall:

(a) comply with the Code of Conducts, the Articles, these Conditions and bye-laws;

(b) maintain all necessary qualifications, approvals, accreditations or other requirements specified by TPI, including the applicable Membership Criteria;

(c) promptly provide any information or documentation requested by TPI, whether to document compliance with the Membership Criteria or otherwise;

(d) use reasonable endeavours to promote the aims and objectives of TPI;

(e) not use TPI's address in any advertisement or for any other business purpose;

(f) in relation to the TPI Branding, comply with the TPI Usage Guide;

(g) not do, or omit to do, anything which TPI reasonably believes may bring TPI into disrepute or otherwise have a detrimental impact on TPI's reputation, standing, Intellectual Property Rights or goodwill;

(h) immediately notify TPI of any criminal conviction it receives, other than convictions for motoring offences which do not attract a custodial sentence (whether suspended or otherwise); and

(i) undertake, and record in the manner specified by TPI from time to time, a minimum of 15 hours of Continuous Professional Development in each calendar year.

2.6 Where an Individual Member fails to comply with the requirements of Condition 2.5 of this Section B, TPI shall be entitled to carry out misconduct proceedings in accordance with Condition 5 of this Section B.

2.7 TPI shall be entitled to vary an Individual Member's status at its' sole discretion, including (but not limited to):

(a) promoting an Affiliate Individual Member to an Enhanced Individual Member or an Enhanced Individual Member to an alternate Enhanced Individual Member status on that Individual Member meeting the Membership Criteria for the applicable Enhanced Individual Member status;

(b) reducing the status of an Enhanced Individual Member to that of an Affiliate Individual Member or an alternate Enhanced Individual Member status where the Individual Member ceases to meet the Membership Criteria for their current Enhanced Individual Member status; and

(c) reducing the status of an Enhanced Individual Member to that of an Affiliate Individual Member or an alternate Enhanced Individual Member status, as a result of any failure to comply with the requirements of Condition 2.5 of this

Section B or following any misconduct proceedings in accordance with Condition 5 of this Section B.

3. MEMBERSHIP CONDITIONS FOR MEMBER FIRMS

This Condition 3 of Section B shall apply to the Customer to the extent it is, it applies and/or becomes, a Company Member and a reference to "Company Member" shall (unless the context requires otherwise) be a reference to the Customer as a Company Member.

3.1 Where the Customer applies to become a Company Member, TPI shall determine at its sole discretion whether the Customer shall be permitted to become a Company Member.

3.2 In applying to become a Company Member, the Customer warrants that:

(a) it has read and accepts the Code of Conduct, the Articles, these Conditions, bye-laws and the Standards;

(b) all information provided by the Customer to TPI regarding the Customer's application to become a Company Member is complete, accurate and up to date;

(c) it is not aware of any circumstances in relation to its application to become a Company Member which TPI reasonably believes may bring TPI into disrepute or otherwise have a detrimental impact on TPI's reputation, standing, Intellectual Property Rights and/or goodwill;

(d) it is not Insolvent;

(e) it has not been the subject of any Misconduct Procedure or otherwise previously been excluded from being a Company Member for any reason.

3.3 In assessing the suitability of the Customer for Company Member membership and/or a Company Member's continued appointment thereafter, TPI reserves the right to carry out independent checks, to refer, if appropriate, to agencies, trade or professional bodies such as RICS, NLG and so forth, or any background information and to consider this over and above any references required from the Customer's clients, bankers and solicitors.

3.4 Notwithstanding any agreement or approval by TPI to the Customer becoming a Company Member, the Customer shall not be deemed a Company Member whilst any Application Fee or Subscription Fee is outstanding and shall not be entitled to do anything to hold themselves out as a Company Member or otherwise associated or affiliated with TPI in any way.

3.5 Whilst a Company Member, the Customer shall:

(a) comply with the provisions of these Conditions, the Codes of Conduct, the Standards, these Conditions, bye-laws and the Articles;

(b) maintain all necessary qualifications, approvals, accreditations or other requirements specified by TPI, including the applicable Membership Criteria;

(c) promptly provide any information or documentation requested by TPI, whether to document compliance with the Membership Criteria or otherwise;

(d) allow TPI to publish its name and principal or head office address;

(e) use reasonable endeavours to promote the aims and objectives of TPI;

(f) conduct its business in accordance with the highest professional and ethical standards;

(g) inform TPI as soon as practicable of any findings made against it amounting to an intent to defraud leaseholders, unfairly prejudicial conduct or fraud, misfeasance or other misconduct of its management;

(h) ensure that it maintains at all times a professional indemnity insurance policy with a reputable insurance provider which is appropriate to the size and nature of its business and provide evidence of such policy on appointment as a Company Member and thereafter, annually on each renewal of such policy;

(i) not use TPI's address in any advertisement or for any other business purpose;

(j) in relation to the TPI Branding, comply with the TPI Usage Guide; and

(k) not do, or omit to do, anything which TPI reasonably believes may bring TPI into disrepute or otherwise have a detrimental impact on TPI's reputation, standing, Intellectual Property Rights or goodwill.

3.6 Where a Company Member fails to comply with the requirements of Condition 3.5 of this Section B, TPI shall be entitled to carry out misconduct proceedings in accordance with Condition 5 of this Section B.

3.7 A Company Member shall not be entitled to share its membership, nor the rights granted under it, with any other legal entity. Where a Company Member trades under more than one name, unless otherwise agreed by TPI in writing in its absolute discretion, only the Company Member's legal name may be held out as the Company Member and used in connection with the TPI Branding.

3.8 The Company Member shall procure that any employee, partner, representative, agent, subsidiary or associated company of that Company Member shall, to the extent that they are acting on behalf of the Company Member, comply with the obligations set out in these Conditions.

3.9 Any Company Member that meets the criteria for Associate Company Member status shall be entitled to apply for Associate Company Member membership, in which event the following shall apply:

(a) the granting of Associate Company Member membership is entirely at the discretion of TPI who may refuse it at any time without appeal;

(b) Associate Company Members shall be granted the rights, and obliged to comply with the obligations, set out in the Membership Criteria to the extent such rights and obligations are stated to apply to Associate Company Members;

(c) an Associate Company Member's status as an Associate Company Member shall automatically be revoked if the Associate Company Member fails to obtain Company Member status within 2 years of being granted Associate Company Member status; and

(d) Associate Company Members shall be entitled to use the TPI Branding (but not any logos included within the TPI Branding) in accordance with the terms of usage set out in the relevant TPI Usage Guide.

3.10 Any Company Member that meets the criteria for Partner Company Member status shall be entitled to apply for Partner Company Member membership, in which event the following shall apply:

(a) the granting of Partner Company Member status is entirely at the discretion of TPI who may refuse, terminate or amend it at any time without appeal;

(b) Partner Company Members shall be granted the rights, and obliged to comply with the obligations, set out in the Membership Criteria to the extent that such rights and obligations are stated to apply to Partner Company Members; and

(c) Partner Company Members shall be entitled to use Partner TPI Branding in accordance with the terms of usage set out in the relevant TPI Usage Guide.

3.11 Any Company Member that meets the criteria for Network Company Member status shall be entitled to apply for Network Company Member membership, in which event the following shall apply:

(a) the granting of Network Company Member status is entirely at the discretion of TPI who may refuse, terminate or amend it at any time without appeal;

(b) Network Company Members shall be granted the rights, and obliged to comply with the obligations, set out in the Membership Criteria to the extent that such rights and obligations are stated to apply to Network Company Members; and

(c) Network Company Members shall be entitled to use TPI Branding (but not any logos include within that TPI Branding) in accordance with the terms of usage set out in the relevant TPI Usage Guide.

3.12 All Company Members and Associate Company Members shall ensure that it's head or principal office administering and/or involved in the business of Block Management shall be accessible to the public during normal office hours. Post Office Box addresses or their equivalent are not acceptable. All Company Members and Associate Company Members must use and/or provide an alternative full postal address on their printed stationary and their publicity materials suitable for and recognised by the courts for service of notices and other legal proceedings.

3.13 Where a Company Member is not regulated by the Royal Institution of Chartered Surveyors or such other body as TPI may prescribe from time to time, such Company Member:

(a) shall provide TPI upon appointment as a Company Member, and on an annual basis thereafter, with a certificate from their accountant or auditor in the form prescribed from time to time by TPI (provided always that such accountant or auditor is a member of one of the recognised and registered professional accounting bodies and is subject to the control and regulations thereof); or

(b) may submit a copy of their RICS Annual Return and a copy of the results of any desk and/or site based reviews in lieu of an accountant or auditor's report; and

a failure to provide such information shall permit TPI to carry out misconduct proceedings in accordance with Condition 5 of this Section B

3.14 All Company Members, Associate Company Members and Scotland Company Members in relation to Condition 3.12(a) only) shall inform TPI as soon as practicable where:

(a) there is a change in Control;

(b) it assumes Control of the business of a Company Member or Associate Company Member or Scotland Company Member;

(c) it assumes Control of the business of a former Company Member or Associate Company Member or Scotland Member; and/or

(d) it assumes Control of any person in the business of Block Management (whether or not it is their main or principal business; and

3.15 TPI shall have the right to conduct an audit of any person or business that has been acquired by a Company Member or Associate Company Member where such person or the owners of such business (as applicable) were not Company Members or an Associate Company Member as at the time of the transfer. Such compliance review shall be carried out in accordance with TPI's Guide to Compliance Reviews (available upon request) as amended from time to time within such timescale as TPI shall determine and the acquiring Company Member or Associate Company Member shall bear the cost of the compliance review and any associated expenses.

4. SUBSCRIPTION FEES AND INFORMATION PROVIDED BY TPI

4.1 The Customer shall pay the Application Fee and the Subscription Fee when applying to become a Member and the Subscription Fee annually during the Renewal Period.

4.2 The Application Fee is non-refundable, notwithstanding any decision regarding the Customer's application to become a Member or to make an application for a prospective Member.

4.3 For Individual Members, TPI will confirm the Subscription Fee for each year at the start of each Renewal Period by publishing details of the Subscription Fee on its website. For Company Members the Subscription Fee will be calculated following receipt of the required information required to calculate the fee payable for the applicable Renewal Period. For the avoidance of doubt, TPI is entitled to vary the Subscription Fee annually at its sole discretion.

4.4 In relation to Company Members, TPI reserves the right to collect an additional charge or levy for such purposes as are deemed necessary for the good of TPI and the Company Member shall be notified of such charge and the reasons thereof at least 28 days before payment is due.

4.5 The Application Fee, the Subscription Fee and any other fees payable under this Condition 4 of Section B are payable in accordance with Condition 4 of Section A.

4.6 As part of its obligations to an Individual Member and each Company Member, TPI shall (unless that Individual Member or Company Member has selected not to receive this information) share the following CPD related information (and all such other CPD related information it deems appropriate) with the Individual Member and Company Member:

(a) details of upcoming events, training and qualifications;

(b) changes in law or other governmental changes;

(c) changes to TPI's business or any updates as part of its business;

(d) guidance on updated standards;

(e) invitations to webinars; and

(f) member engagement activities.

5. MISCONDUCT OF A MEMBER

5.1 In the event that a Member:

(a) fails to comply with these Conditions, including but not limited to Conditions 2.4 and 3.5 (as applicable) of Section B; or

(b) is the subject of a complaint from a member of public, an employee or colleague of the Member (if applicable), another Member, the Board of Directors or any employee of TPI,

the Member acknowledges and agrees that TPI shall be entitled to deal with such under the Misconduct Procedure.

5.2 Any decision made in accordance with the Misconduct Procedure shall be binding on the Member and TPI, including any decision to terminate the Member's membership or to fine the Member.

5.3 Any fine issued by TPI under the Misconduct Procedure shall be payable as an Additional Charge in accordance with Condition 4 of Section A.

5.4 Condition 13 of Section A shall not apply to any dispute between a Member and TPI regarding the conduct of the Member until the process in this Condition 4 of Section B has been exhausted.

6. TERMINATION OF MEMBERSHIP

6.1 TPI shall be entitled to terminate a Member's status as a Member immediately on notice to the Member if:

(a) the Member ceases to meet the Membership Criteria;

(b) the Member is Insolvent;

(c) the Member (if it is an Individual Member) receives any criminal conviction, other than a conviction for motoring offences which does not attract a custodial sentence (whether suspended or otherwise);

(d) TPI finds against the Member under the Misconduct Procedure;

(e) TPI notifies the Member that it is in breach of these Conditions, the Code of Conduct, the Articles or (if the Member is a Company Member) the Standards and the Member fails to remedy such breach within 10 Working Days of being notified of such breach in writing by TPI; or

(f) the Member does anything which TPI reasonably believes may bring TPI into disrepute or otherwise have a detrimental or prejudicial impact on TPI's reputation, standing, Intellectual Property Rights or goodwill.

6.2 TPI shall be entitled to terminate a Member's status as a Member on 30 days' written notice.

6.3 Where a Member does not pay the Subscription Fee when due during the Renewal Period, the Member's status as a Member shall immediately terminate on expiry of the Renewal Period without any further notice being given to the Member.

6.4 A Member may terminate its status as a Member at any time by giving written notice to TPI, provided that where there are one or more complaints outstanding against a Member, TPI may at its absolute discretion refuse to accept a Member's termination until such complaint(s) have been resolved.

6.5 On termination or expiry of the Member's status as a Member:

(a) the Member shall immediately cease to hold itself out as a Member, including but not limited to ceasing to use any logo, post-nominal or other identifier provided by TPI to Members;

(b) the Member shall not be entitled to any refund of the Application Fee or the Subscription Fee;

(c) where requested by TPI, the Member shall return any Deliverables which relate to, or which it has been provided with by virtue of, its' status as a Member; and

(d) unless otherwise expressly agreed in writing by TPI, any contract between TPI and the Member shall automatically terminate, including but not limited to any right to attend any event, course, examination or accreditation and any right to use any materials provided by TPI.

6.6 Where a Member has had it's membership terminated by TPI but wishes to reapply for membership, TPI shall on a case-by-case basis establish the criteria which the Customer must fulfil in order to have it's membership re-instated. The Customer will as a minimum be required to evidence that any and all issues leading to termination of its membership have been resolved and that any previous complaints against it have been resolved. TPI shall be

entitled at its sole discretion to decide whether or not to re-instate a Customer's membership.

7. LIMITATION OF LIABILITY

7.1 Except as expressly and specifically provided in these Conditions:

(a) the Customer assumes sole responsibility for results obtained from the use of the Deliverables by the Customer, and for conclusions drawn from such use. TPI shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to TPI by the Customer in connection with the Deliverables, or any actions taken by TPI at the Customer's direction;

(b) any information provided as part of the Deliverables does not constitute professional advice and is for educational purposes only. Information provided in the Deliverables is not a substitute for advice on the specific circumstances of the Customer or Individual or for the exercise of appropriate judgement, skill and care. Whilst every effort has been made to ensure the information in the Deliverables is accurate and up-to-date, TPI accepts no responsibility for any acts or omissions in relation to property management or any other subject matter of the Deliverables in whatever form;

(c) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by Applicable Laws, excluded from the Contract; and

(d) the Deliverables are provided to the Customer on an "as is" basis.

7.2 Subject to Condition 11 of Section A and Condition 6.1 of this Section B, TPI's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to £10,000.


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SECTION C – SPONSORSHIP

SPECIFIC TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Section C the following words and expressions have the following meanings unless inconsistent with the context:

"Branding Guidelines"	the usage guidelines issued by TPI which apply to the Customer's use of TPI Branding as updated from time to time;
"Event"	the event or events set out in the Contract Details;
"Event End Date"	the last day of each individual Event sponsored by the Customer;
"TPI Branding"	the Intellectual Property Rights of TPI which the Customer is permitted to use as part of the Sponsorship Rights, including any Intellectual Property Rights relating specifically to the Event;
"Sponsor Branding"	the Intellectual Property Rights of the Customer to be used in the advertisement of the Customer's products and services at the Event, including but not limited to any trade marks of the Customer;
"Sponsor Materials"	any materials incorporating the Sponsor Branding which the Customer is entitled to distribute in accordance with the Sponsorship Rights;
"Sponsorship Rights"	the advertising and promotional and other rights and opportunities granted to the Sponsor by TPI which forms the Deliverables as set out in the Contract Details;
"Third Party Sponsor"	any other sponsor of the Event;
"Venue"	the venue where the Event will take place as set out in the Contract Details.

2. SPONSORSHIP RIGHTS

2.1 TPI grants the Customer the Sponsorship Rights during the Term in accordance with this Contract.

2.2 All rights not expressly granted to the Customer are reserved by TPI. The Customer acknowledges and agrees that TPI is the owner or licensor of all rights in TPI's Intellectual Property Rights.

2.3 Unless otherwise set out in the Contract Details, TPI shall be entitled to enter into any sponsorship arrangement with any third party in relation to the Event and the Sponsorship Rights. The Customer agrees that TPI shall not be, nor considered to be, nor deemed to be, in breach of any provision of this Contract as a result of entering into that arrangement.

2.4 If any of the Sponsorship Rights are expressed to be exclusive in the Contract Details, TPI shall not grant the same rights to a third party for use in advertising, marketing or promoting products or services which are substantially similar to those of the Customer.

2.5 The Customer grants to TPI a worldwide, sub-licensable, non-exclusive, royalty-free licence to use the Sponsor Branding during the Term as part of any direct or indirect promotion of the Event, including by use on promotional material and merchandising.

2.6 The Customer represents and warrants that:

(a) it owns or is solely entitled to use the Sponsor Branding and any other material supplied to TPI in relation to this Contract and TPI shall be entitled to see evidence to this effect on request; and

(b) TPI's use of the Sponsor Branding in accordance with this Contract will not infringe the rights of any third party.

2.7 The Sponsor Branding shall be an Input Material for the purposes of this Contract.

3. CUSTOMER OBLIGATIONS

3.1 The Customer shall:

(a) exercise the Sponsorship Rights strictly in accordance with the terms of this Contract;

(b) use the TPI Branding and any other materials provided by TPI strictly in accordance with this Contract and the Branding Guidelines;

(c) apply any legal notices required by TPI or the Branding Guidelines to any Sponsor Materials;

(d) submit to TPI for its prior written approval, pre-production samples of all Sponsor Materials, before their distribution, production or sale and details of any activities, events or exhibitions which the Customer intends to deliver at

the Event. TPI shall use all reasonable endeavours to confirm in writing within 5 Working Days whether such are approved but for the avoidance of doubt no approval shall be deemed given if TPI does not provide confirmation within 5 Working Days. Where TPI does not grant approval, the Customer shall make such changes as are requested by TPI and resubmit such samples or details of activities, events or exhibitions to TPI for approval;

(e) ensure that all Sponsor Materials comply in all respects with the samples approved in accordance with Condition 3.1(d) of this Section C;

(f) ensure that the manufacture, packaging, distribution, advertising and sale of all Sponsor Materials shall comply with Applicable Laws and the highest standards of business ethics, in particular those relating to child or prison labour and environmental impact;

(g) immediately at the written request of TPI and at its sole cost, withdraw from circulation any Sponsor Materials which do not comply with this Condition 3.1 of Section C;

(h) provide to TPI within 5 Working Days of request, at the Customer's sole cost and expense, all materials, including artwork of the Sponsor Branding, in a format specified by TPI for reproduction by TPI or under TPI's control for the fulfilment of the Sponsorship Rights;

(i) not to apply for registration of any part of the TPI Branding or anything confusingly similar to the TPI Branding;

(j) not to use any part of the TPI Branding or anything confusingly similar to the TPI Branding in its trading or corporate name or otherwise, except as authorised under this Contract;

(k) use best endeavours to assist TPI in protecting the TPI Branding and not knowingly do, or cause or permit to be done, anything which may prejudice or harm or which has the potential to prejudice or harm the TPI Branding, TPI's title or right to the TPI Branding or the image of TPI, the Event or the Venue;

(l) notify TPI immediately of any suspected infringement of the TPI Branding, but not to take any steps or action whatsoever in relation to that suspected infringement unless requested to do so by TPI;

(m) hold any additional goodwill generated by the Customer for the TPI Branding as bare trustee for TPI and to assign the same to TPI at any time on request and in any event following termination of this Contract;

(n) execute any further documentation and provide any assistance, both during the Term and after termination of this Contract, as may reasonably be requested by TPI to protect the TPI Branding.

3.2 The Customer shall not exercise the Sponsorship Rights, produce Sponsor Materials or otherwise act in such a way that, in the reasonable opinion of TPI, could:

(a) bring TPI, the Event, the Venue or any Third Party Sponsor into disrepute or otherwise have a detrimental or prejudicial impact on the reputation, standing, Intellectual Property Rights or goodwill of such;

(b) breach any Applicable Laws.

3.3 The Customer shall not engage in any joint exploitation of the Sponsorship Rights with any third party other than with the prior written consent of TPI and on the terms that the Customer shall procure that third party's compliance with this Contract.

3.4 All Intellectual Property Rights in and to any materials produced for the Event by or on behalf of TPI or jointly by TPI and the Customer shall, with the exception of the Sponsor Branding, be the sole and exclusive property of TPI and if the Customer acquires, by operation of law, title to any such Intellectual Property Rights it shall assign them to TPI on request, whenever that request is made.

3.5 The Customer is responsible for all Sponsor Materials and any other materials which the Customer uses in the execution of the Sponsorship Rights or attendance at the Event, including ensuring the safety and security of such.

3.6 The Customer shall maintain reasonable insurance with a reputable insurer for the duration of the Event and, at its sole cost, shall take out and maintain for the duration of the Event any insurance specified in the Contract Details or otherwise reasonably requested by TPI.

3.7 The Customer shall promptly observe and comply with all instructions, directions and requirements of TPI or the Venue relating to the organisation, design, planning, execution, presentation, safety and image of the Event, including but not limited to those requirements relating to health and safety at the Venue, any risk assessments requested by TPI or the Venue and any testing of electrical or other equipment required by TPI or the Venue prior to use at the Event.

3.8 The Customer shall remove all Sponsor Materials after the final break on the Event End Date and in any event will have removed all materials and vacated the Venue by no later than the time stated in the Contract Details or otherwise notified to the Customer in writing by TPI.

3.9 In TPI publishes any photographs, imagery and/or recordings in connection with an Event (for example, photographs taken at an Event), such photographs, imagery and/or recordings are published strictly for viewing

purposes only. The Customer shall not use these photographs, images and/or recordings for any purpose (including without limitation, promotional campaigns), without the prior written consent of TPI (such consent to be provided at TPI's sole discretion). If requested and, if available, TPI shall provide the Customer with a photo of their stand at an Event, featuring the Customer's own team.

4. TPI'S OBLIGATIONS

4.1 TPI shall procure the organisation and staging of the Event at the Venue at its sole cost and expense in accordance with this Contract.

4.2 TPI confirms that it shall be responsible for:

(a) arranging the attendance of and payment for all staff, stewards, speakers, performers, caterers and other personnel employed, engaged or appointed by TPI throughout the Event; and

(b) unless otherwise stated in the Contract Details, the printing and supply of programmes, tickets, stationery, publicity material and advertisements in relation to the Event.

4.3 TPI shall use its reasonable endeavours to deliver or ensure the delivery of each and all of the Sponsorship Rights to the Customer.

4.4 TPI confirms that, whenever possible, it will ensure that the Sponsor Branding will be present in accordance with the Sponsorship Rights and that the Sponsor Branding is incorporated into all promotional, advertising and publicity material in accordance with the Sponsorship Rights.

5. INDEMNITY

5.1 The Customer shall indemnify TPI against all liabilities, costs, expenses, damages and losses (including but not limited to any interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by TPI arising out of or in connection with:

(a) any claim made against TPI by a third party for actual or alleged infringement of a third party's Intellectual Property Rights or moral rights arising out of or in connection with TPI's use of the Sponsor Branding in accordance with this Contract, whether or not any such claim arises during the Term;

(b) any claim made against TPI by a third party arising out of or in connection with the manufacture, production, distribution, handling, advertising, consumption or use of, or otherwise relating to the Sponsor Materials, whether or not any such claim arises during the Term. For the avoidance of

doubt, any approval by TPI of any of the Sponsor Materials relates only to the use of Sponsor Materials in connection with the Event and shall not affect this right of indemnification; and

(c) the Customer's use of the TPI Branding other than in accordance with the Sponsorship Rights.

5.2 If a payment due from the Customer under this Condition 5 of Section C is subject to tax (whether by way of direct assessment or withholding at its source), TPI shall be entitled to receive from the Customer such amounts as shall ensure the net receipt, after tax, to TPI in respect of the payment is the same as it would have been were the payment not subject to tax.

6. EVENT CANCELLATION OR RESCHEDULING

6.1 TPI reserves the right to reschedule or rearrange the Event for any reason. TPI shall notify the Customer in writing of any rescheduling of the Event as soon as possible and the Customer shall be entitled to exercise the Sponsorship Rights in relation to the rescheduled Event. TPI shall have no further liability to the Customer in respect of the rescheduled Event.

6.2 TPI reserves the right to cancel the Event for any reason (including, without limitation, by reason of a force majeure event in accordance with Condition 14 of Section A). TPI shall notify the Customer in writing of the cancellation as soon as possible. The parties agree that:

(a) TPI shall not be in breach of this Contract by virtue of any cancellation or abandonment of the Event; and

(b) on TPI notifying the Customer of such cancellation, this Contract shall immediately terminate, and the provisions of this Condition 6 of Section C shall apply; and

(c) save as set out in this Condition 6 of Section C, TPI shall have no further liability to the Customer in respect of the cancellation of the Event, including in respect of any costs incurred by the Customer prior to cancellation of the Event.

6.3 Without prejudice to the other rights of the Customer under this Contract, the parties agree to negotiate a reasonable reduction and, where applicable, refund of the Price to reflect any material restriction in the benefit or value of the Sponsorship Rights to the Customer in the event of the cancellation of the Event for any reason in accordance with Condition 6.2 of this Section C.

6.4 The Customer shall notify TPI in writing within 10 Working Days of TPI's written notice of the cancellation that the Customer wishes to obtain a reduction or refund of the Price. TPI and the Customer shall negotiate in

good faith to agree an appropriate reduction and/or refund to reflect the reduced value of the Sponsorship Rights. If the parties are unable to agree a reduction or refund within 20 Working Days of the Customer's written notice seeking such reduction or refund, the parties shall resolve the matter in accordance with Condition 13 of Section A.

6.5 Any reduction or refund of the Price agreed pursuant to Condition 6.4 of this Section C shall be payable within 30 days of the amount being agreed or determined in accordance with Condition 13 of Section A or by such other date as the parties may agree in writing.

6.6 For the avoidance of doubt, no reduction or refund of the Price shall be payable where the Contract is terminated other than as a result of cancellation of the Event in accordance with Condition 6.2 of this Section C.

7. TERMINATION AND CONSEQUENCES OF TERMINATION

7.1 In addition to the provisions of Condition 12.3 of Section A, on termination or expiry of this Contract:

(a) the Sponsorship Rights granted by TPI to the Customer shall immediately terminate;

(b) following termination of the Sponsorship Rights, the Customer shall not exercise the Sponsorship Rights or use or exploit (directly or indirectly) its' previous connection with TPI or the Event; and

(c) within 60 days after the date of termination, the Customer shall destroy or, if requested by TPI, deliver to TPI or any other person designated by TPI, at the Customer's expense, all Sponsor Materials which incorporate any TPI Branding or any reference to TPI or the Event.

8. LIMITATION OF LIABILITY

8.1 Except as expressly and specifically provided in these Conditions:

(a) the Customer assumes sole responsibility for results obtained from the use of the Deliverables, including the exercise of the Sponsorship Rights by the Customer, and for conclusions drawn from such use. TPI shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to TPI by the Customer in connection with the Sponsorship Rights or the Event, or any actions taken by TPI at the Customer's direction;

(b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by Applicable Laws, excluded from the Contract; and

(c) the Deliverables are provided to the Customer on an "as is" basis.

8.2 Subject to Condition 11 of Section A and Condition 8.1 of this Section C, TPI's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the greater of:

(a) £50,000; or

(b) the Price.

SECTION D – EVENTS

SPECIFIC TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Section D the following words and expressions have the following meanings unless inconsistent with the context:

"Attendance Criteria"	any criteria or requirements which Delegates must meet in order to attend the Event, as notified to the Customer by TPI in writing from time to time;
"Delegate"	the individual who is to attend the Event, as detailed in the Contract Details, or (where the Customer and the delegate are different) such replacement as the Customer may notify to TPI in writing;
"Event"	the event or events which forms the Deliverables as set out in the Contract Details;
"Event Date"	the date or dates of the Event as set out in the Contract Details;
"Venue"	the venue where the Event will take place as set out in the Contract Details.

2. EVENT

2.1 Subject to prior payment of the Price in cleared funds by the Customer, TPI shall permit each Delegate to attend the Event.

2.2 The Delegate shall arrive at the Venue for registration at least one hour prior to the listed start time for the Event.

2.3 The Customer acknowledges and agrees that TPI shall be entitled to refuse entry to the Event to any Delegate who has not registered in accordance with Condition 2.2 of this Section D.

2.4 Where the Event is directed at or intended for certain categories of delegate, TPI shall be entitled to refuse entry to the Event to any Delegate that TPI reasonably believes does not meet the Attendance Criteria.

2.5 The Customer acknowledges and agrees that TPI may vary the Venue, the date and time of the Event, the presenters, speakers and other elements of the Event in accordance with Condition 5.6 of Section A.

3. PRICE

3.1 Unless otherwise stated in the Contract Details, the Price for the Event does not include accommodation, travel, meals or refreshments and the Customer shall be responsible for arranging such at its' own cost for each Delegate where required.

4. DELEGATES

4.1 The Customer shall, and where the Customer is not the Delegate, shall procure that each Delegate shall:

(a) meet any applicable Attendance Criteria;

(b) not resell, transfer ownership of or allow any other person to use, the Delegate's right to attend the Event;

(c) behave in a manner appropriate to the Event and the Venue whilst travelling to or from the Event and attending the Event;

(d) not do anything which TPI reasonably believes could bring TPI, the Event or the Venue into disrepute or otherwise have a detrimental or prejudicial impact on the reputation, standing, Intellectual Property Rights or goodwill of such;

(e) not record or transmit, or aid in the recording or transmitting of, any video, image, audio, transcription or other reproduction of the Event unless expressly permitted in writing by TPI;

(f) comply with all instructions, directions and requirements of TPI or the Venue relating to attendance at and participation in the Event, including those requirements relating to health and safety at the Venue; and

(g) comply with the terms of this Contract.

4.2 Where the Customer is not the Delegate, the Customer shall be entitled to replace the Delegate with an alternate Delegate on written notice to TPI, provided that any such replacement Delegate shall also comply with the terms of this Contract, including the provisions of this Condition 4 of Section D.

4.3 The Customer agrees that, and shall procure that the Delegate agrees that, TPI, the Venue and any third party may use the Delegate's name, image, likeness and any audio, video or photographic recording in accordance with TPI's Privacy Policy.

5. EVENT CANCELLATION

5.1 TPI reserves the right to cancel or reschedule the Event for any reason (including, without limitation, by reason of a force majeure event in accordance with Condition 14 of Section A). TPI shall notify the Customer in writing of the cancellation or rescheduling as soon as possible. The parties agree that:

(a) TPI shall not be in breach of this Contract by virtue of any cancellation or rescheduling of the Event; and

(b) on TPI notifying the Customer of any cancellation of the Event, this Contract shall immediately terminate and the provisions of this Condition 5 of Section D shall apply;

(c) on TPI notifying the Customer of any rescheduling of the Event, this Contract shall be deemed varied in accordance with Condition 5.6 of Section A; and

(d) save as set out in this Condition 5 of Section D, TPI shall have no further liability to the Customer in respect of the cancellation or rescheduling of the Event, including in respect of any costs incurred by the Customer prior to cancellation or rescheduling of the Event.

5.2 Without prejudice to the other rights of TPI or the Customer under this Contract, where an Event is cancelled or rescheduled in accordance with Condition 5.1 of Section D TPI shall:

(a) where the Event is to be rescheduled, permit each Delegate to attend the rescheduled Event; or

(b) where the Event is cancelled or a Delegate is unable to attend the rescheduled Event and the Customer cannot provide a replacement Delegate, at TPI's sole discretion provide a refund of the Price less any amounts which relate to costs already incurred by TPI in providing the Event to the Customer.

5.3 Any refund of the Price or part of the Price agreed pursuant to Condition 5.2 of this Section D shall be payable within 30 days of the amount being agreed or determined in accordance with Condition 13 of Section A or by such other date as the parties may agree in writing.

5.4 For the avoidance of doubt, no reduction or refund of the Price shall be payable where the Contract is terminated other than as a result of cancellation of the Event in accordance with Condition 5.1 of this Section D.

6. CANCELLATION BY THE CUSTOMER

6.1 The Customer shall be entitled to cancel any booking for any Delegate at the Event by giving written notice to TPI in advance of the Event taking place. No refund shall become due or payable if the Customer cancels the booking less than 10 Working Days prior to the Event. Where the Customer cancels the booking for any Delegate within 10 Working Days of purchasing that booking, the Customer shall receive a refund for the portion of the Price relating to that Delegate's attendance at the Event.

6.2 For the purposes of Condition 6.1 of this Section D, the date of the Customer's cancellation shall be the date on which TPI is deemed to receive the Customer's written notice in accordance with Condition 14.2 of Section A.

7. LIMITATION OF LIABILITY

7.1 Except as expressly and specifically provided in these Conditions:

(a) the Customer assumes sole responsibility for results obtained from the use of the Deliverables by the Customer, including but not limited to attendance at the Event, and for conclusions drawn from such use. TPI shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to TPI by the Customer in connection with the Deliverables, or any actions taken by TPI at the Customer's direction;

(b) any information provided as part of the Deliverables, including but not limited to attendance at the Event, does not constitute professional advice and is for educational purposes only. Information provided as part of the Deliverables is not a substitute for advice on the specific circumstances of the Customer or Delegate or for the exercise of appropriate judgement, skill and care. Whilst every effort has been made to ensure that information provided as part of the Deliverables is accurate and up-to-date, TPI accepts no responsibility for any acts or omissions in relation to property management or any other subject matter of the Deliverables in whatever form;

(c) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by Applicable Laws, excluded from the Contract; and

(d) the Deliverables are provided to the Customer on an "as is" basis.

7.2 Subject to Condition 11 of Section A and Condition 7.1 of this Section D, TPI's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the greater of:

(a) £10,000; or

(b) the Price.

SECTION E – JOB ADVERTISEMENTS

SPECIFIC TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Section E the following words and expressions have the following meanings unless inconsistent with the context:

"Advertisement"	an advertisement to be hosted on the Jobs Portal on behalf of the Customer which forms the Deliverables as set out in the Contract Details;
"Applicant"	any individual who applies for a job with the Customer through the Advertisement, whether or not they are subsequently employed by the Customer;
"Jobs Portal"	the portal for job advertisements hosted by TPI at https://www.tpi.org.uk/tpi-community/jobs/

1.2 The words "**appropriate technical and organisational measures**", "**Controller**", "**Data Subject**", "**Personal Data**", "**Personal Data Breach**", "**processing**" and "**Processor**" shall have the meanings given to them in the Data Protection Legislation.

2. ADVERTISEMENTS

2.1 TPI shall host the Advertisement on the Jobs Portal for the Term, unless this Contract is terminated earlier in accordance with any of the terms of this Contract.

2.2 The Customer acknowledges that TPI is responsible for hosting the Jobs Portal and the Advertisement only, and shall have no obligation to the Customer in respect of marketing or promoting the Advertisement, communicating with or vetting Applicants for the Customer or guaranteeing any minimum number of Applicants respond to the Advertisement.

2.3 The Customer shall provide the proposed Advertisement to TPI for approval, including details of:

(a) the role being advertised;

(b) the name and business of the Customer

(c) contact details which an Applicant may use to contact the Customer;

(d) the start and duration of the Advertisement; and

(e) the text of the proposed Advertisement.

2.4 Subject to payment of the Price in cleared funds by the Customer, TPI shall (acting in its sole discretion), within 5 Working Days of receiving the Customer's proposed Advertisement, confirm in writing whether the proposed Advertisement is approved. If TPI does not approve a proposed Advertisement within 5 Working Days of receipt, it shall be deemed not approved.

2.5 If TPI approves a proposed Advertisement in accordance with Condition 2.4 of this Section E, TPI shall commence publication of the Advertisement on the Jobs Portal within 2 Working Days.

2.6 If TPI does not approve a proposed Advertisement in accordance with Condition 2.4 of this Section E, TPI may propose amendments to the proposed Advertisement but the Advertisement as amended shall not be deemed approved unless resubmitted for approval by the Customer in accordance with Condition 2.3 of this Section E and approved by TPI in accordance with Condition 2.5 of this Section E.

2.7 The Customer shall ensure that the Advertisement shall:

(a) not contain any information which is inaccurate, incomplete or incorrect;

(b) comply with any policies or guidelines notified to the Customer by TPI from time to time;

(c) comply with all Applicable Law and any other applicable laws, regulations, regulatory policies, guidelines or codes in each case from time to time in force, including all such guidelines and codes issued by statutory, regulatory and industry bodies;

(d) not infringe the Intellectual Property Rights or proprietary rights of any third party;

(e) not contain any personal data without the permission of the data subject to whom the personal data relates;

(f) not be defamatory, libellous, obscene or otherwise offensive;

(g) not cause, or be likely to cause, any damage to or have an adverse impact on, TPI's reputation, Intellectual Property Rights or goodwill; and

(h) not include any element that is designed to, intended to, or which could otherwise have the effect of, causing damage to the Jobs Portal, the TPI Websites or TPI.

2.8 TPI shall be entitled to remove or modify an Advertisement where in TPI's reasonable opinion it ceases to comply with the requirements of Condition 2.7 of this Section E.

2.9 If the Customer requests any modification of an Advertisement after it has been published, such modification shall be requested and agreed in accordance with Condition 5 of Section A.

3. INDEMNITY AND WARRANTY

3.1 The Customer shall indemnify TPI against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by TPI arising out of or in connection with any third-party claims or any action, adjudication or decision taken against TPI by any third party or regulatory body, in each case directly or indirectly arising (in whole or in part) as a result of TPI's hosting of the Advertisement, including but not limited to any claim from an Applicant.

3.2 Subject to Condition 3.3 of this Section E, TPI warrants that:

(a) the Advertisement will be published on the Jobs Portal for the Term;

(b) the Jobs Portal will be maintained and reasonably available (save for reasonable periods of downtime for maintenance) during the Term; and

(c) the Advertisement will upon publication on the Jobs Portal be materially the same as the Advertisement approved in accordance with Condition 2.4. of this Section E.

3.3 The Customer agrees that:

(a) there may be variations in the appearance, colour, formatting or font of the Advertisement when published on the Jobs Portal;

(b) the appearance of the Advertisement may vary when displayed on a screen;

(c) the Customer shall be responsible for any typographical, clerical or other omission or error in any Advertisement and TPI is not responsible for the identification or correction of any omission or error, save where such omission or error is not present in the Advertisement when approved by TPI in accordance with Condition 2.4 of this Section E; and

(d) the Jobs Portal may be temporarily unavailable as a result of hardware, software or server outages or failure, reduced bandwidth, internet outages and other technical or non-technical issues,

and that such shall not be considered a breach of warranty.

3.4 Subject as expressly provided in this Contract, TPI excludes all warranties, conditions or other terms implied by statute or common law to the fullest extent permitted by law, including but not limited to in relation to the Advertisements.

3.5 Where any valid warranty claim in respect of an Advertisement is made by the Customer, TPI shall be entitled at its option to:

(a) provide for a corrected Advertisement to be published for such additional time as the original Advertisement was published and did not comply with the warranty; or

(b) at its' sole discretion, refund to the Provider the Price (or a proportionate part of the Price) for the Advertisement found not to conform to warranty,

and such shall be the extent of TPI's liability in respect of such warranty claim.

4. APPLICANTS

4.1 TPI does not guarantee that the Customer will receive any Applicants or that the Advertisement will reach any prospective Applicants who would be suitable for the Customer's requirements. The Customer is solely responsible for determining whether the Jobs Portal is an appropriate location for the Advertisement.

4.2 The Customer shall be responsible for managing communications with any Applicant and ensuring that any contact details provided by the Customer remain active for the use of Applicants.

4.3 TPI shall not be responsible for facilitating any communication between the Customer and any Applicant.

4.4 TPI shall have no responsibility for the Applicants or any decision made by the Customer to recruit or hire any Applicant.

5. DATA PROTECTION

5.1 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and TPI is the Processor. Appendix 1 sets out the scope, nature and purpose of processing by TPI, the duration of the processing and the types of Personal Data and categories of Data Subject.

5.2 Without prejudice to the generality of Condition 10 of Section A, the Customer will ensure that it has all necessary appropriate consents and

notices in place to enable lawful transfer of the Personal Data to TPI and/or lawful collection of the Personal Data by TPI on behalf of the Customer for the duration and purposes of this Contract.

5.3 Without prejudice to the generality of Condition 10 of Section A, TPI shall, in relation to any Personal Data processed in connection with the performance by TPI of its obligations under this Contract:

(a) process that Personal Data only on the documented written instructions of the Customer unless TPI is required by Applicable Laws to otherwise process that Personal Data. Where TPI is relying on Applicable Laws as the basis for processing Personal Data, TPI shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit TPI from so notifying the Customer;

(b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

(d) not transfer any Personal Data outside of the United Kingdom unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

(i) the Customer or TPI has provided appropriate safeguards in relation to the transfer;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) TPI complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

(iv) TPI complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

(e) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(f) notify the Customer without undue delay on becoming aware of a Personal Data Breach;

(g) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Contract unless required by Applicable Law to store the Personal Data; and

(h) maintain complete and accurate records and information to demonstrate its compliance with this Condition 5.3 of this Section E; and

(i) promptly inform the Customer if, in the opinion of TPI, an instruction infringes the Data Protection Legislation.

5.4 The Customer consents to TPI appointing the third party processors set out in Appendix 1 or TPI's external privacy policy, accessible at https://www.tpi.org.uk/privacy-policy as third party processors of Personal Data under this Contract. TPI confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause and which will continue to reflect the requirements of the Data Protection Legislation. As between the Customer and TPI, TPI shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this Condition 5.4 of this Section E.

5.5 TPI may, at any time on not less than 30 days' notice, revise this Condition 5 of this Section E by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Contract).

6. INTELLECTUAL PROPERTY

6.1 The Customer shall be entitled to download and maintain copies of the Advertisement but shall not be entitled to download or keep copies of any other element of the Jobs Portal or the TPI Websites, or any other aspect of TPI's Intellectual Property Rights.

6.2 By submitting the Advertisement, the Customer grants TPI a non-exclusive, royalty free, transferable licence to use, reproduce, display, distribute, modify

and create derivative works from any of the Customer's Intellectual Property Rights in the Advertisement for the purposes of hosting and advertising the Advertisement for the Customer.

7. LIMITATION OF LIABILITY

7.1 Except as expressly and specifically provided in these Conditions:

(a) the Customer assumes sole responsibility for results obtained from the use of the Deliverables by the Customer, and for conclusions drawn from such use. TPI shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to TPI by the Customer in connection with the Deliverables, or any actions taken by TPI at the Customer's direction;

(b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by Applicable Laws, excluded from the Contract; and

(c) the Deliverables are provided to the Customer on an "as is" basis.

7.2 Subject to Condition 11 of Section A and Condition 7.1 of this Section E, TPI's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the greater of:

(a) £10,000; or

(b) the Price.

APPENDIX 1

Processing, Personal Data and Data Subjects

1. Processing by TPI

1.1 Scope of processing: TPI may carry out processing in relation to the advertising of jobs on TPI's jobs portal and facilitating communication between the Customer and job applicants, and for record keeping in relation to the jobs advertised and the applications made in relation to those Job Advertisements.

1.2 Nature and purpose of processing: Personal data may be processed for the purpose of performance of a contract between TPI and the Customer, in order to publish Job Advertisements and transfer communications from applicants to the Customer, to maintain records of the jobs advertised and the applications made in relation to those Job Advertisements.

1.4 Duration of processing: The term of the Contract, in addition to which TPI may retain personal data for a reasonable period of time in circumstances where asked to do so by the relevant data subject or as part of TPI's own record keeping.

2. Types of Personal Data being processed

Name, address, telephone number and email address

Personal data contained within job applications

3. Categories of Data Subject

Customer employees

Applicants for any Job Advertisement

SECTION F – COURSES, EXAMINATIONS AND BUNDLES

SPECIFIC TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Section F the following words and expressions have the following meanings unless inconsistent with the context:

"Attendance Criteria"	any criteria or requirements which Delegates must meet in order to attend the Event, as notified to the Customer by TPI in writing from time to time;
"Bundle"	the combination of either: a) a Course and an Exam; or b) a Course, Exam and membership as an Individual, which forms the Deliverables as set out in the Contract Details.
"Course"	the training course or courses which forms the Deliverables as set out in the Contract Details
"Delegate"	the individual who is to attend the Event, as detailed in the Contract Details, or, where permitted by TPI in accordance with Condition 4.2 of this Section F, such replacement as the Customer may notify to TPI in writing;
"Event"	the Course or Exam which forms the Deliverables as set out in the Contract Details;
"Exam"	the examination or accreditation which forms the Deliverables as set out in the Contract Details;
"Examiner"	an individual engaged by TPI to mark or assess any Exam undertaken by the Delegate;
"Exam Rules"	any specific rules, regulations or requirements notified to a Delegate by TPI in relation to their taking of an Exam;
"Event Date"	the date or dates of the Event as set out in the Contract Details;

"Improvement"	has the meaning set out in Condition 9.1 of this Section F;
"Invigilator"	an individual engaged by TPI to invigilate or monitor any Exam;
"Portal"	the website, web-based portal or other electronic or digital means by which the Course or Exam is delivered as set out in the Contract Details;
"Tutor"	an individual engaged by TPI to deliver any training forming part of the Course;
"Venue"	the venue where the Event will take place as set out in the Contract Details, including but not limited to the Portal;
"Virus"	any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices; and
"Vulnerability"	a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability.

2. EVENT

2.1 Subject to prior payment of the Price in cleared funds by the Customer, TPI shall permit each Delegate to attend the Event.

2.2 Where the Event is not provided through the Portal, the Customer shall, and where the Customer is not the Delegate procure that each Delegate shall:

(a) arrive at the Venue for registration at least one hour prior to the listed start time for the Event; and

(b) provide appropriate original identification, including address and photograph identification, on registration.

2.3 The Customer acknowledges and agrees that:

(a) TPI shall be entitled to refuse entry to the Event to any Delegate who has not registered in accordance with Condition 2.2 of this Section F; and

(b) in the event a Delegate is not refused entry to the Event under Condition 2.3(a) of this Section F, they will not be entitled to any additional time where they enter the Event after the scheduled start time.

2.4 The Customer acknowledges and agrees that TPI may vary the Tutor, Invigilator or Examiner, the Portal, the Venue, the date and time of the Event and other elements of the Event in accordance with Condition 5.6 of Section A.

2.5 The Customer acknowledges, and where the Customer is not the Delegate, shall procure that the Delegate acknowledges that if the Delegate does not comply with the requirements of this Contract, including providing any information or Input Materials requested by TPI or the Tutor, Invigilator or Examiner, the Delegate may not be able to participate fully in the Event and that TPI shall have no liability to the Customer or the Delegate where this is the case.

3. PRICE

3.1 Unless otherwise stated in the Contract Details, the Price for the Event does not include accommodation, travel, meals or refreshments and the Customer shall be responsible for arranging such at its own cost for each Delegate where required.

4. DELEGATES

4.1 The Customer shall, and where the Customer is not the Delegate procure that each Delegate shall:

(a) meet any applicable Attendance Criteria;

(b) not resell, transfer ownership of or allow any other person to use, the Delegate's right to attend the Event;

(c) behave in a manner appropriate to the Event and any Venue whilst travelling to or from the Event or attending the Event;

(d) participate appropriately in the Event, including providing any Input Materials or other Materials requested by TPI or the Tutor, Invigilator or Examiner in a timely manner and in advance of the Event where requested;

(e) where the Course or Exam is provided by electronic means, keep a secure username and password for access to the Course or Exam and prevent any other individual from accessing the Course or Exam using their log-in details;

(f) not use the Event for anything other than its intended purpose, as determined by TPI and including but not limited to the requirements of this Contract;

(g) not use the Event for any commercial gain;

(h) not exert improper pressure on TPI, or any third party involved in the supply of the Event;

(i) not do anything which TPI reasonably believes could bring TPI, the Event or the Venue into disrepute or otherwise have a detrimental or prejudicial impact on the reputation, standing, Intellectual Property Rights or goodwill of such;

(j) not record or transmit, or aid in the recording or transmitting of, any video, image, audio, transcription or other reproduction of the Event or any materials relating to the Event unless expressly permitted in writing by TPI;

(k) comply with all instructions, directions and requirements of TPI, the Tutor, Invigilator or Examiner or the Venue relating to attendance at and participation in the Event, including those requirements relating to health and safety at the Venue; and

(l) comply with the terms of this Contract.

4.2 Where the Customer is not the Delegate, in relation to a Course only, then at TPI's discretion, the Customer shall be entitled to replace the Delegate with an alternate Delegate on written notice to TPI, provided that:

(a) any such replacement Delegate shall also comply with the terms of this Contract, including the provisions of this Condition 4 of Section F. For the avoidance of doubt, the Customer shall not be entitled to replace a Delegate taking an Exam with an alternate Delegate without the prior written consent of TPI; and

(b) the Delegate has not previously accessed the Course. Where a Course has already been accessed, TPI is unable to issue a refund for the Course or, allow an alternate Delegate to attend the Course

4.3 For the avoidance of doubt, the Customer shall not be entitled to replace a Delegate taking an Exam with an alternate Delegate without the prior written consent of TPI. The Event may not be available to all Delegates at the same time and TPI, acting reasonably, reserves the right to temporarily

prevent any number of Delegates from accessing the Event from time to time.

5. COURSES

5.1 Where the Course is directed at or intended for certain categories of delegate, TPI shall be entitled to refuse entry to the Course to any Delegate that TPI reasonably believes does not meet the Attendance Criteria.

5.2 Except as expressly and specifically provided in these Conditions:

(a) the Course is intended to provide general information only and does not constitute advice given by TPI or the Tutor in relation to any particular circumstance or context. Neither TPI nor its employees, consultants or Tutors can accept responsibility for the Customer's or any of its Delegates' actions, or those of other people attending or participating in the Course or interpreting the Course, or responsibility for any loss incurred as a result of the Customer, Delegate or any other person relying on the Course.

(b) the Customer assumes sole responsibility for results obtained from the use of the Course and any information provided as part of the Course, and for conclusions drawn from such use;

(c) TPI shall have no liability for any damage caused by reliance by the Customer or the Delegate on, or any errors or omissions in, any documents, information, instructions or scripts produced by the Customer or any Delegate in connection with the Course;

(d) the Course is provided to the Customer on an "as is" basis; and

(e) the Course is provided for the use of a single Delegate and the Customer and the Delegate shall not share the Course with any other person or copy or distribute any materials relating to the Course to any other person.

5.3 The Customer acknowledges, and where the Customer is not the Delegate, shall procure the Delegate's acknowledgment that, any failure to comply with this Contract during the Course may lead to exclusion or removal from the Course. The Customer, and where the Customer is not the Delegate, the Delegate, agrees that TPI shall not be obliged to provide any refund of the Price (or any part thereof) or allow the Delegate to re-attend the Course.

5.4 Where the Course forms part of a Bundle, the Customer accepts and acknowledges, and where the Customer is not the Delegate, shall procure the Delegate's acceptance and acknowledgment, that no refund shall be payable or issued in respect of any amount of the Price of the entire Bundle, if the Customer or Delegate accesses the Course and/or Exam; and/or if a request for a refund is made at any time after 10 Working Days following the date on which the Bundle was purchased.

6. EXAMS

6.1 The Customer shall, and where the Customer is not the Delegate procure that the Delegate shall:

(a) comply with any instructions provided by TPI prior to the Exam;

(b) not disclose answers to questions to any other person or permit any other person to answer questions on their behalf;

(c) comply with any applicable Exam Rules;

(d) not use, or seek to use, any third party materials during the Exam, including but not limited to any materials prohibited by the Exam Rules;

(e) not remove any Materials relating to the Exam from the Venue;

(f) notify the Invigilator or Examiner immediately on becoming aware of any breach of the Exam Rules or any attempt to cheat, assist another person in cheating or otherwise seek an unfair advantage in relation to the Exam;

(g) not do anything that may, in TPI's or the Invigilator's or Examiner's reasonable opinion, cause any disruption to or otherwise have a detrimental impact on the performance of any other person taking the Exam; and

(h) not share the Exam, or access to the Exam, with any other person or copy or distribute any materials relating to the Exam to any other person.

6.2 The Customer acknowledges, and where the Customer is not the Delegate, shall procure the Delegate's acknowledgment that, any failure to comply with this Contract before or during an Exam, or following a review of any Exam, may lead to:

(a) exclusion or removal from the Exam; or

(b) the invalidation of any results for the Exam, subject to any successful appeal made by the Customer or the Delegate,

and the Customer, and where the Customer is not the Delegate, the Delegate, agree that TPI shall not be obliged to provide any refund of the Price (or any part thereof) or allow any resit of the Exam.

6.3 Where the Customer or, where the Customer is not the Delegate, the Delegate has access to any assessment or assignment materials as part of the Exam, any assessment or assignment submitted to TPI during the Term will be marked and a certificate awarded to the Customer, or where applicable the Delegate, if they have met the required standard. TPI will not

mark any assessment or assignment submitted outside the Term or guarantee to provide any specific feedback.

6.4 Where the Customer or, where the Customer is not the Delegate, the Delegate believes that there are any extenuating circumstances which are applicable to the Delegate or an Exam that they are taking or have taken, the Customer or Delegate must provide TPI with written notice of the extenuating circumstances within 5 Working Days of the date of the Exam. TPI and the Examiner shall have sole discretion to determine whether any extenuating circumstances are taken into account in relation to the Exam and how this is done. TPI and the Examiner shall have no obligation to consider extenuating circumstances not notified to TPI in accordance with this Condition 6.4 of Section F.

6.5 Any decision made by TPI or the Examiner regarding an Exam, including the awarding of any certificate or accreditation, is made at their sole discretion. If the Customer or, where the Customer is not the Delegate, the Delegate, wishes to appeal any decision made by TPI or the Examiner, the Customer or Delegate must contact TPI in writing setting out the grounds of appeal within 21 Days of TPI or the Examiner informing the Customer or Delegate of the decision with which it disagrees or the Exam result being appealed.

6.6 Where the Customer or Delegate notifies TPI that it disagrees with a decision and appeals the result of an Exam, in accordance with Condition 6.5 of this Section F, TPI will review and address the request in line with its internal procedures and communicate the outcome in writing to the Customer or Delegate, as relevant.

6.7 If the Customer or Delegate is not satisfied with the result of the TPI appeal process set out in Condition 6.6 of this Section F, they have an option to appeal against this decision to the TPI accrediting body ABBE. This appeal must be submitted in writing using the ABBE Request for Appeal form within ten working days of the decision being appealed. This communication must set out the full grounds of the appeal and must be accompanied by the relevant fee. Contact TPI on qualifications@tpi.org.uk to start this process.

6.8 If the Customer or Delegate requests that an Exam be remarked or requests feedback on an Exam, TPI shall be entitled to charge the Customer for the remarking or feedback as an Additional Charge, and shall not be obliged to provide the remarked Exam result or feedback until payment has been received in full cleared funds.

6.9 The Customer acknowledges and, where the Customer is not the Delegate, shall procure the Delegate's acknowledgment that, no Materials related to the Exam, including a marked or unmarked Exam, will be released by TPI.

6.10 Where the Exam forms part of a Bundle, the Customer accepts and acknowledges, and where the Customer is not the Delegate, shall procure the Delegate's acceptance and acknowledgment, that no refund shall be payable or issued in respect of any amount of the Price of the entire Bundle, if the Customer or Delegate accesses the Course and/or Exam.

7. BUNDLES

The provisions of this Section F and also Section B shall apply to Bundles.

8. USE OF THE PORTAL

8.1 The Customer acknowledges, and where the Customer is not the Delegate shall procure the acknowledgment of the Delegate, that it may be required to use electronic communications media, including but not limited to the Portal, to access the Course or the Exam.

8.2 Where the Course or Exam is supplied by electronic means, the Customer may, and where the Customer is not the Delegate, permit the Delegate to:

(a) access the Course or Exam from a location other than their principal place of work provided that this is during the Term and, where the Customer is not the Delegate, that such Delegate is a permanent employee of the Customer at that time. If the Delegate accesses a Course or Exam whilst it is a permanent employee of the Customer but later ceases to be an employee, the Course or Exam will remain available to the Delegate and a transfer or reassignment to another Delegate will not be possible (and no refund will become due or payable to the Customer). Where the Delegate has not accessed the Course or Exam but ceases to be an employee of the Customer, the Customer must notify TPI and TPI will arrange for the Course or Exam to be reassigned or transferred to another Delegate;

(b) copy any part of the Course or Exam where such copying is an incidental result of accessing the Course or Exam electronically;

(c) copy any part of the Course or Exam which is identified as available for download, provided that such copies are deleted on expiry of the Term; and

(d) print any part of the Course or Exam which is made available in a PDF or otherwise print-ready format, provided that the Customer or Delegate prints only the minimum number of copies reasonably necessary and that such copies are destroyed on expiry of the Term.

8.3 In relation to any Course or Exam supplied by electronic means:

(a) the Customer acknowledges, and where the Customer is not the Delegate, shall procure the Delegate's acknowledgment that, a Course or Exam may

be recorded and reviewed following the Course or Exam by TPI, the Tutor, Invigilator or Examiner;

(b) TPI does not provide the software to which the Course or Exam relates and the Customer is responsible for ensuring its own access, or procuring access for the Delegate, to such software;

(c) the Customer is responsible for configuring, or procuring the configuration for the Delegate of, their own information technology, computer programmes and hardware in order to access the Course, Exam and Portal and should use their own, or procure for the Delegate, virus protection software. TPI is not responsible for any failure to access the Course, Exam or Portal as a result of the incompatibility of the Customer's or Delegate's computer programmes or hardware;

(d) the Customer shall, and where the Customer is not the Delegate shall procure that each Delegate shall, use all reasonable endeavours to prevent any unauthorised access to, or use of, the Course, Exam or Portal and shall promptly notify TPI in the event of any such unauthorised access or use

(e) access to the Course, Exam or Portal may be suspended temporarily and without notice in the case of bandwidth shortage, system failure, maintenance or repair or for reasons beyond TPI's control;

(f) whilst TPI endeavours to ensure that the Portal is normally available 24 hours a day, TPI shall not be liable if for any reason the Course, Exam or Portal is unavailable at any time or for any period;

(g) TPI does not warrant that the use of the Course, Exam or Portal will be uninterrupted or error-free and TPI is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that, and shall ensure the Delegate's acknowledgement that, the Course, Exam or Portal may be subject to limitations, delays and other problems inherent in the use of such communications facilities; and

(h) if, for any reason, the Course, Exam or Portal are defective or not accessible, TPI shall commence remedial work as soon as reasonably practicable in the circumstances, and shall use its reasonable endeavours to remedy any such problem, save that nothing shall require TPI to carry out such work outside Normal Working Hours.

8.4 The Customer shall not, and where the Customer is not the Delegate shall procure that each Delegate shall not:

(a) access, store, distribute or transmit any Viruses, or any material during the course of its use of the Course, Exam or Portal that:

(i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

(ii) facilitates illegal activity;

(iii) depicts sexually explicit images;

(iv) promotes unlawful violence;

(v) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability;

(vi) is otherwise illegal or causes damage or injury to any person or property; or

(vii) may cause, or be likely to cause, any damage to or have an adverse impact on, TPI's reputation, Intellectual Property Rights or goodwill;

(b) except as may be allowed by any Applicable Law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under the Contract:

(i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Course, Exam or Portal in any form or media or by any means; or

(ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Course, Exam or Portal;

(c) access all or any part of the Course, Exam or Portal in order to build a product or service which competes with the Course, Exam or Portal;

(d) make copies or print any part of the Course, Exam or Portal save as expressly permitted under this Contract;

(e) use the Course, Exam or Portal to provide services to third parties;

(f) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Course, Exam or Portal available to any third party;

(g) attempt to obtain, or assist third parties in obtaining, access to the Course, Exam or Portal; or

(h) introduce or permit the introduction of, any Virus or Vulnerability into TPI's network and information systems.

(i) and TPI reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's, or any Delegate's, access to any material that breaches the provisions of this Condition 8.4 of this Section F.

9. INTELLECTUAL PROPERTY

9.1 If the Customer, or where the Customer is not the Delegate, any Delegate, makes, devises, discovers, or otherwise acquires rights in any improvement, enhancement or modification to the whole or any part of the Event or the method by which it is provided ("**Improvement**") the Customer shall promptly notify TPI in writing, giving details of the Improvement and shall, if TPI so requests, provide, or procure that the Delegate provides, any further information as would be reasonably required to enable TPI to evaluate the Improvement effectively.

9.2 The Customer shall grant, or shall procure the grant by the Delegate of, a non-exclusive royalty-free worldwide irrevocable licence (together with the right to grant sub-licences) for TPI to use, in any manner, any Improvement made, devised or discovered by the Customer.

10. EVENT CANCELLATION

10.1 TPI reserves the right to cancel or reschedule the Event for any reason (including, without limitation, by reason of a force majeure event in accordance with Condition 14 of Section A). TPI shall notify the Customer in writing of the cancellation or rescheduling as soon as possible. The parties agree that:

(a) TPI shall not be in breach of this Contract by virtue of any cancellation or rescheduling of the Event; and

(b) on TPI notifying the Customer of any cancellation of the Event, this Contract shall immediately terminate and the provisions of this Condition 10 of Section F shall apply;

(c) on TPI notifying the Customer of any rescheduling of the Event, this Contract shall be deemed varied in accordance with Condition 5.6 of Section A; and

(d) save as set out in this Condition 10 of Section F, TPI shall have no further liability to the Customer in respect of the cancellation or rescheduling of the Event, including in respect of any costs incurred by the Customer prior to cancellation or rescheduling of the Event.

10.2 Without prejudice to the other rights of TPI or the Customer under this Contract, where an Event is cancelled or rescheduled in accordance with Condition 10.1 of this Section F TPI shall:

(a) where the Event is to be rescheduled, permit each Delegate to attend the rescheduled Event; or

(b) where the Event is cancelled or a Delegate is unable to attend the rescheduled Event and the Customer cannot provide a replacement Delegate, at TPI's sole discretion provide a refund of the Price less any amounts which relate to costs already incurred by TPI in providing the Event to the Customer.

10.3 Any refund of the Price or part of the Price agreed pursuant to Condition 10.2 of this Section F shall be payable within 30 days of the amount being agreed or determined in accordance with Condition 13 of Section A or by such other date as the parties may agree in writing.

10.4 For the avoidance of doubt, no reduction or refund of the Price shall be payable where the Contract is terminated other than as a result of cancellation of the Event in accordance with Condition 10.1 of this Section F.

11. CANCELLATION OR POSTPONEMENT BY THE CUSTOMER

11.1 The Customer shall be entitled to cancel any booking for any Delegate at the Event in advance of the Event taking place by giving written notice to TPI. No refund shall become due or payable if the Customer cancels the booking less than 10 Working Days prior to the Event or if the Customer or Delegate accesses the Course or Exam where it is provided through the Portal or any other electronic means. Where the Customer cancels the booking for any Delegate within 10 Working Days of purchasing that booking, the Customer shall receive a refund for the portion of the Price relating to that Delegate's attendance at the Event.

11.2 Where the Customer wishes to cancel any booking for any Delegate at an Event which forms part of a Bundle, the provisions of Condition 11.1 of this Section F shall apply but, for the avoidance of doubt, a refund shall not be payable in respect of any amount of the Price of the entire Bundle if the Customer or Delegate accesses the Course or Exam where it is provided through the Portal or any other means.

11.3 In the event that a booking for a Delegate at an Event which forms part of a Bundle is cancelled in accordance with the provisions of Condition 11.1 of this Section F or otherwise:

(a) the membership of an Individual which forms part of the same Bundle shall not be cancelled and shall continue in full effect; and

(b) the Application Fee which has been paid for the membership of the Individual as part of the same Bundle shall, in accordance with Condition 3.2 of Section B, be non-refundable.

11.4 For the purposes of Condition 11.1, Condition 11.2 and Condition 11.3 of this Section F, the date of the Customer's cancellation shall be the date on which TPI is deemed to receive the Customer's written notice in accordance with Condition 14.2 of Section A.

11.5 The Customer shall be entitled to postpone an Exam for any Delegate by giving at least 10 Working Days written notice of the postponement, provided that an Exam may only be postponed twice. If the Customer requests a third postponement of an Exam, TPI shall be entitled to treat it as a cancellation of the booking in accordance with Condition 11.1(b) and no refund shall become due or payable to the Customer, under such circumstances.

11.6 The Customer shall not be entitled to postpone an Exam delivered through the Portal or by any other electronic means once it has been accessed by the Delegate.

11.7 In the event that the Customer postpones an Exam in accordance with Condition 11.3 of this Section F, TPI shall be entitled to charge the Customer as an Additional Charge for any subsequent price increase in relation to the Exam.

12. LIMITATION OF LIABILITY

12.1 Except as expressly and specifically provided in these Conditions:

(a) the Customer assumes sole responsibility for results obtained from the use of the Deliverables by the Customer, and for conclusions drawn from such use. TPI shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to TPI by the Customer in connection with the Deliverables, or any actions taken by TPI at the Customer's direction;

(b) any information provided as part of the Deliverables, including but not limited to attendance at a Course or Exam, does not constitute professional advice and is for educational purposes only. Information provided as part of the Deliverables is not a substitute for advice on the specific circumstances of the Customer or Delegate or for the exercise of appropriate judgement, skill and care. Whilst every effort has been made to ensure that information provided as part of the Deliverables is accurate and up-to-date, TPI accepts no responsibility for any acts or omissions in relation to property management or any other subject matter of the Deliverables in whatever form;

(c) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by Applicable Laws, excluded from the Contract; and

(d) the Deliverables are provided to the Customer on an "as is" basis.

12.2 Subject to Condition 11 of Section A and Condition 12.1 of this Section F, TPI's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the greater of:

(a) £10,000; or

(b) the Price.

SECTION G – EMPLOYER PORTAL

SPECIFIC TERMS

13. DEFINITIONS AND INTERPRETATION

13.1 In this Section G the following words and expressions have the following meanings unless inconsistent with the context:

"Employer Portal"	the portal hosted by TPI at https://www.tpi.org.uk/my-tpi/ and providing access to information regarding Members;
"Member"	any individual TPI member who is employed by the Customer and who the Customer has requested and TPI have agreed to provide access to the Employer Portal;
"Member Information"	any information which TPI provides about a Member through the Portal;
"Virus"	any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices; and
"Vulnerability"	a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability.

14. USE OF THE EMPLOYER PORTAL

14.1 TPI shall host the Employer Portal for the Term, unless this Contract is terminated earlier in accordance with any of the terms of this Contract.

14.2 The Customer acknowledges that TPI is responsible for hosting the Employer Portal only, and shall have no obligation to the Customer in respect of providing any specific or additional information about a Member.

14.3 The Customer may:

(a) access the Employer Portal from a location other than their principal place of work provided that this is during the Term;

(b) copy any part of the Member Information or the Employer Portal where such copying is an incidental result of accessing the Employer Portal;

(c) copy any part of the Member Information which is identified as available for download, provided that such copies are deleted on expiry of the Term; and

(d) print any part of the Member Information which is made available in a PDF or otherwise print-ready format, provided that the Customer prints only the minimum number of copies reasonably necessary and that such copies are destroyed on expiry of the Term.

14.4 The Customer shall not:

(a) copy any Member Information or other information provided through the Employer Portal except where permitted in accordance with Condition 14.3 of this Section G;

(b) access, store, distribute or transmit any Viruses, or any material during the course of its use of the Employer Portal that:

(i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

(ii) facilitates illegal activity;

(iii) depicts sexually explicit images;

(iv) promotes unlawful violence;

(v) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability;

(vi) is otherwise illegal or causes damage or injury to any person or property; or

(vii) may cause, or be likely to cause, any damage to or have an adverse impact on, TPI's reputation, Intellectual Property Rights or goodwill;

(c) except as may be allowed by any Applicable Law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under the Contract:

(i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Employer Portal in any form or media or by any means; or

(ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Employer Portal;

(d) access all or any part of the Employer Portal in order to build a product or service which competes with the Employer Portal;

(e) make copies or print any part of the Employer Portal save as expressly permitted under this Contract;

(f) use the Employer Portal to provide services to third parties;

(g) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Employer Portal available to any third party;

(h) attempt to obtain, or assist third parties in obtaining, access to the Employer Portal; or

(i) introduce or permit the introduction of, any Virus or Vulnerability into TPI's network and information systems,

and TPI reserves the right, without liability or prejudice to its other rights, to disable the Customer's access to the Employer Portal in the event that the Customer breaches the provisions of this Condition 14.4 of this Section G.

15. PAYMENT

15.1 TPI shall provide access to the Employer Portal without charge to the Customer, provided that if the Customer fails to pay any amounts due under this Contract or any other contract between the Customer and TPI, TPI reserves the right, without prejudice to its other rights, to disable the Customer's access to the Employer Portal.

16. LIMITATION OF LIABILITY

16.1 Except as expressly and specifically provided in these Conditions:

(a) the Customer assumes sole responsibility for results obtained from the use of the Employer Portal by the Customer, and for conclusions drawn from such use. TPI shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to TPI by the

Customer in connection with the Deliverables, or any actions taken by TPI at the Customer's direction;

(b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by Applicable Laws, excluded from the Contract; and

(c) the Deliverables are provided to the Customer on an "as is" basis.

16.2 Subject to Condition 11 of Section A and Condition 16.1 of this Section G, TPI's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to £10,000.