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# EAST MIDLANDS CYBER RESILIENCE CENTRE LIMITED

## CUSTOMER TERMS AND CONDITIONS

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### BACKGROUND:

This agreement applies as between you and **EAST MIDLANDS CYBER RESILIENCE CENTRE LIMITED** a company limited by guarantee without share capital, incorporated and registered in England and Wales with company number 12647731 whose registered office is at Derbyshire Constabulary HQ, Butterley Hall, Ripley, England DE53RS (the “**CRC**”). Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your receipt of an Introduction.

You warrant that you are at least 18 years and that you have authority to enter into this Contract.

### 1. Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

<b>“Confidential Information”</b>	means any information that is proprietary or confidential which either Party directly or indirectly discloses, or makes available, to the other, including but not limited to, all confidential or proprietary information relating to the business, affairs, operations, processes, product information, know-how, technical information, designs, trade secrets or software and/or Intellectual Property (which is already in the public domain) of the Party disclosing such information;
<b>“Contract”</b>	means the contract constituted by these terms and conditions and your acceptance of these terms by your receipt of an Introduction;
<b>“Customer”</b>	means you;
<b>“Cyber Essentials Services”</b>	means services supplied by the Supplier relating to the Government-backed, industry-supported scheme to help organisations protect themselves against common online threats. It addresses the most common internetbased attacks that use widely available tools and that need very little skill for the attacker to use. The scheme helps organisations to protect the confidentiality, integrity, and availability of data stored

on devices that connect to the internet. Details of the Scheme are available here <https://www.ncsc.gov.uk/cyberessentials/overview>, the scheme is governed by the Accreditation Body IASME, as appointed by the National Cyber Security Centre to oversee Cyber Essentials;

- “Intellectual Property”** means patents, trademarks, trade name, service mark, copyright, trade secrets, know-how, process, technology, development tool, ideas, concepts, design right, domain names, moral right, database right, methodology, algorithm and invention, and any other proprietary information (whether registered, unregistered, pending or applied for);
- “Introduction”** means where you are introduced to a Supplier whether face to face in person, by telephone or video-link or by exchange of e-mails between you and the potential Customer and **“Introduced”** shall be construed accordingly;
- “Party”** means either you or the CRC as the case may be and **“Parties”** shall mean both you and the CRC;
- “Premises”** means CRC’s place(s) of business located at Derbyshire Constabulary HQ, Butterley Hall, Ripley, England DE53RS;
- “Privacy Legislation”** means the Data Protection Directive (95/46/EC), the Regulation of Investigatory Powers Act 2000 as it applies to the personal data of citizens of the EEA, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) the Data Protection Act 2018, any legislation which succeeds that Act, the UK GDPR and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner (as amended, incorporated into United Kingdom Law or replaced from time to time);
- “Privacy Policy”** means the CRC’s privacy statement which can be viewed on the East Midlands CRC’s website
- “Quote”** means a written schedule of works and a written quotation or estimate for Work submitted via an email or in some other form of writing or otherwise to a Customer or Customers;

<b>“Services”</b>	means our creation of Introductions of Suppliers to Customers;
<b>“Supplier”</b>	means a person, partnership, unincorporated association or company or other entity providing Cyber Essentials Services;
<b>“UK GDPR”</b>	means Regulation (EU) 2016/679 and as it subsequently forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018;
<b>“We/Us/Our”</b>	means the CRC;
<b>“Work”</b>	means a job or task undertaken for you by a Supplier;

## 1. **Suppliers**

- 1.1 We may Introduce you to Suppliers.
- 1.2 You are not bound to instruct Suppliers. You are free to choose your own Suppliers.
- 1.3 If you instruct a Supplier, We will be paid a small Fee to cover the provision of the Services. We are a not for profit company all fees cover costs and go towards improving CRC services for our members.
- 1.4 Any contract you have with a Supplier will be between you and that Supplier. We shall have no liability whatsoever to you with regard to any contract between you and a Supplier. It is your responsibility to comply with the terms of each Supplier’s contract. Failure to comply with a Supplier’s contract may have financial and other consequences for you.
- 1.5 Any dispute between you and a Supplier will be determined in accordance with the contract you have with the Supplier or in accordance with Supplier’s dispute resolution provisions or via the civil courts. We shall not be involved in any such dispute.
- 1.6 Introducing you to Suppliers does not mean that we make any recommendation of any particular Supplier or their ability to carry out any particular piece of Work other than the Supplier has the appropriate accreditation to provide Cyber Essentials Services. We are not making any warranty as to the quality or standard of any Supplier’s work and no guarantee is made by Us that such Work will be fit for purpose.
- 1.7 You hereby indemnify us and hold us harmless against any claim, action, loss or demand incurred by us arising from your entering into a contract or contracts with a Supplier.

## 2. **Privacy**

- 2.1 Our Privacy Policy can be viewed on our Website
- 2.2 You must comply with the terms of the Privacy Legislation at all times. Without prejudice to the foregoing, You hereby warrant, represent, and undertake that any Personal Data shall comply with the Privacy Legislation in all respects including, but not limited to, its collection, holding, and processing.

### 3. **Changes to Our Terms and Conditions**

We may change these Terms and Conditions from time to time (for example, if the law changes). Any changes will be immediately posted on Our Website and you will be deemed to have accepted the new Terms and Conditions on your undertaking of any Work.

### 4. **Legal Rights and Disclaimers**

4.1 We accept no responsibility for any actions taken, or any goods or services provided, by any Suppliers.

4.2 Whilst reasonable endeavours have been made to ensure that all information provided on our website or in an Introduction will be accurate and up to date, We make no warranty or representation that this is the case. We make no guarantee of any specific results from an Introduction.

### 5. **Limitation of Liability**

5.1 To the fullest extent permissible by law, We accept no liability to any Supplier for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with any Introduction or any Customer.

5.2 To the fullest extent permissible by law, We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to any Introductions or any service We may supply to make Introductions.

5.3 We accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.

5.4 Nothing in these Terms and Conditions excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law.

### 6. **No Waiver**

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

### 7. **Previous Terms and Conditions**

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

### 8. **Third Party Rights**

Nothing in these Terms and Conditions shall confer any rights upon any third party. The Contract is between you and the CRC.

### 9. **Communications**

9.1 All notices / communications shall be given to Us either by post to Our Premises or by email to [info@emcrc.co.uk](mailto:info@emcrc.co.uk). Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

9.2 We may from time to time, if you opt to receive it, send you information about Our products and/or services.

## 10. Confidentiality

- 10.1 Each Party may be given access to Confidential Information from the other Party in order to perform its obligations under this Agreement. A Party's Confidential Information shall not be deemed to include information that (i) is now, or subsequently becomes, through no act or failure to act on the part of receiving Party (the "**Receiver**"), generally known or available; (ii) is known by the Receiver at the time of receiving such information, as evidenced by the Receiver's records; (iii) is subsequently provided to the Receiver by a third party, as a matter of right and without restriction on disclosure; or (iv) is required to be disclosed by law, provided that the party to whom the information belongs is given prior written notice of any such proposed disclosure.
- 10.2 Each Party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party (other than to a consultant or a Sub-contractor for the purposes of this Contract and which consultant or Sub-contractor shall have entered into undertakings of confidentiality in relation to the Confidential Information on terms no less onerous than those contained in this Clause), or use the other's Confidential Information for any purpose other than to carry out its obligations under this Contract.
- 10.3 Each Party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Contract.
- 10.4 A Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of a competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 10.4, it takes into account the reasonable requests of the other Party in relation to the content of such disclosure.
- 10.5 No Party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other Parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 10.6 This clause 10 shall survive termination of this Contract howsoever arising.

## 11. Law and Jurisdiction

- 11.1 These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by and construed in accordance with the Laws of England and Wales.
- 11.2 Any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.