

# Terms and Conditions

## 1. Definitions

1.1 In these Terms and Conditions the following phrases and words have the meanings described below;

<b>Order Form</b>	the specific detail of the Contract and obligations between the parties party thereto as set out in the document titled "Build Concierge – Software and Services Order Form";
<b>Build Concierge</b>	Build Concierge Limited (Registered in England and Wales with Company Number 14992309) of Parkhill Studio Walton Road, Parkhill Studio, Wetherby, United Kingdom, LS22 5DZ or its successors in title or assigns;
<b>Business Day</b>	is a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;
<b>Charges</b>	the payments to be made for the Services by the Customer as set out in the Order Form;
<b>Contract</b>	the contract between the Customer and Build Concierge for the supply of the System as detailed in the Order Form and which shall incorporate these Terms and Conditions;
<b>Contract Period</b>	the period of time set out in the Order Form;
<b>Contract Term</b>	means the contract term described in the Order Form.
<b>Customer</b>	the customer company named in the Order Form;
<b>Data Protection Legislation</b>	the Data Protection Act 2018 and the UKGDPR (as defined in the Data Protection Act 2018);
<b>Liability Amount</b>	means the amount specified in clause 6.1.
<b>Parties</b>	the legal business entities named on the Order Form;
<b>Personal Data</b>	has the meaning given to it by the Data Protection Legislation;
<b>Purchase Price</b>	the price stated in the Order Form for the purchase by the Customer of the System sold by Build Concierge to the Customer;
<b>Price List</b>	the listing of specific prices which can be downloaded by visiting <a href="http://www.BuildConcierge.com">http://www.BuildConcierge.com</a> and may change from time to time;
<b>Services</b>	the services relating to the System as set out in the Order Form between Build Concierge and the Customer, including basic training, System services, customer support, together with those shown on the Order Form and any other services Build Concierge agrees to provide to the Customer during the Term;
<b>Software</b>	the web browser Interface (including all related documentation and manuals) supplied by Build Concierge;
<b>SLO</b>	means Build Concierge's standard support SLO provided to the customer or made available on request.
<b>Warranty</b>	the express warranty given in clause 5 by Build Concierge relating to the Software and its performance;
<b>Warranty Period</b>	the period as defined in Clause 5.3;

- 1.2 Reference in these Terms and Conditions to the singular shall be deemed to include the plural and vice versa;
- 1.3 Headings to Clauses are included for reference only and so shall not affect the interpretation of these Terms;
- 1.4 References to written and in writing shall include email or letter, but not fax.

## 2. Contract Formation

- 2.1 The Order Form constitutes an offer by the Customer to purchase the Services in accordance with these Terms and Conditions;
- 2.2 The offer set out in the Order Form shall only be accepted when Build Concierge issues its email confirmation of acceptance of the completed Order Form at which point and on which date the Contract between the parties shall come into existence (The Commencement Date) and such Contract shall be subject to these Terms and Conditions;
- 2.3 The Contract shall continue for the Contract Term and shall automatically renew for successive periods equal in length to the Initial Term (each a 'Renewal Term') unless either party gives the other not less than 3 months written notice of termination prior to the end of the then-current Term.
- 2.4 These Terms and Conditions shall take precedence over any terms implied in any way (whether by custom, behavior, or otherwise) or which the Customer attempts to incorporate;
- 2.5 No variation of the Contract shall be binding unless agreed in writing between the authorised representatives of the Parties. At the request of either party the other party will verify whether any individual has the requisite authority;
- 2.6 Any examples, descriptive matter, or advertising issued by Build Concierge, and any descriptions or illustrations contained in Build Concierge's literature, or otherwise, are issued or published for illustrative purposes only and shall not form part of the Contract nor have any contractual standing;

## 3. Charges and Payment

- 3.1 (i) In consideration of the Provision of the Services by Build Concierge, the Customer shall pay to Build Concierge the Charges;
- (ii) On each anniversary of the Commencement Date, Build Concierge may vary the value of the Charges in line with the prevailing RPI (Retail Price Index) rate over the rate of RPI at the Commencement Date (or the previous anniversary) applied as a percentage change to the original value and the Customer accepts that the measurement by use of RPI is an appropriate method and agrees to pay any subsequent payments at the revised amounts determined and invoiced by Build Concierge after applying this method of calculation and giving the Customer at least one month's written notice;
- (iii) the value of the Charges for each Renewal Term shall be Build Concierge's standard charges for the Services as at the date of commencement of that Renewal Term, which standard charges will be notified to the Customer no less than 3 months prior to the end of the Initial Term (as defined in the Order Form).
- 3.2 Invoices will be sent to the Customer each month or in accordance with the Order Form;
- 3.3 The Customer agrees that Build Concierge may take payment for all additional services provided to the Customer (including any training), that are not paid for by the Charges, by direct debit. Build Concierge will send the Customer an invoice notifying it in advance of the additional sums being taken by direct debit;
- 3.4 Invoices may be settled by way of Direct Debit or alternative form of payment agreed with Build Concierge and set out in the Order Form. If an alternative form of payment is agreed then payment shall be due immediately on the invoice date and Build Concierge reserves the right to charge a reasonable administration fee reflective of the cost to Build Concierge for the Customers use of alternate methods of payment;
- 3.5 The Customer agrees to make all payments due under the Contract without any deduction whether by way of set off, counterclaim, discount, abatement or otherwise;
- 3.6 All payments and fees due under the Order Form are subject to VAT and any other applicable taxes, duties or levies which will be charged to the Customer at the then prevailing rate. Except as specified otherwise, the Customer shall pay to Build Concierge all charges due immediately upon invoice;

- 3.7 Without prejudice to any other rights Build Concierge may have, if the Customer fails to pay any sum due to Build Concierge on a due date regardless of whether or not Build Concierge provides a written reminder to the Customer then Build Concierge may:
  - 3.7.1 charge interest (both before and after any judgment) on the amount unpaid at the rate specified under the Late Payment of Commercial Debts (Interest) Act 1998 from the date which is 7 days after the due date until the date of payment;
  - 3.7.2 charge an administration fee reflecting the reasonable costs by Build Concierge as a result (including any costs in pursuing payment) from the due date until the date of payment;
  - 3.7.3 after 7 (seven) days from the due date for the payment, suspend the provision of any Services provided under the Contract until such time as all such payments due including all interest accrued and any costs incurred have been paid in full;
- 3.8 Charges for additional training and other chargeable Services which are not specified in the Order Form but may be requested or used by the Customer will be at the current rates specified in the Price List when the chargeable Services are used.

## 4. Service Delivery

### Subscription Charges

- 4.1 Subject to payment of the Charges, Build Concierge hereby grants the Customer a non-exclusive, non-transferable right and licence during the Term (without the right to grant sublicences), to permit its staff to access and use the Software solely for the Customer's internal business operations.
- 4.2 The Charges will accrue from the date when the System is made available to the Customer and will be payable during the Term.
- 4.3 Notwithstanding clause 4.1, the Customer may only terminate the Contract before the end of the Term by giving Build Concierge three months' written notice of termination and paying to Build Concierge all of the Charges which would otherwise have fallen due but for early termination, calculated to the end of the Term;
- 4.4 The Services and the System are subject to the following limitations:
  - (i) the System will not be available during scheduled maintenance outages which will be notified to the Customer no less than 7 days prior to commencement and which will take place outside of business hours (09:00 to 18:00 each Business Day), and
  - (ii) the System will not be available during urgent or emergency non-scheduled maintenance or repairs which Build Concierge will use its reasonable endeavors to give reasonable prior notice of, but which the Customer acknowledges by the very nature of such maintenance or repairs may be with minimal or no notice.
- 4.5 Build Concierge reserves the right to make such changes and improvements to the Software as it considers necessary or appropriate from time to time save that such changes and improvements shall not result in a reduction of functionality or loss of material features.

### Software

- 4.6 Build Concierge will provide the Customer with any upgrades to the standard functionality (but not, for the avoidance of any doubt, non-standard, additional, or new functionality) of the Software it develops during the Term and assist with the installation of the upgrade and training the Customer operator on any changes adding functionality if required and at Build Concierge's then-standard charges;
- 4.7 Upgrades will always be compatible with supported versions of major operating systems.
- 4.8 If an upgrade requires an operating software or hardware change Build Concierge will advise the Customer of the new requirements. The Customer will be responsible for the costs of any upgrades;
- 4.9 The Customer acknowledges that all intellectual property rights in the Software belong to Build Concierge and it shall acquire no rights to any intellectual property rights in the Software other than as expressly set out in this Contract;
- 4.10 By entering into the Contract the Customer undertakes:
  - (i) to use the Software exclusively in connection with its internal business operations;
  - (ii) make no copies of the Software;
  - (iii) to not allow any third party to access or use the Software;
  - (iv) not demonstrate or provide details of the Software to any third party without Build Concierge's prior consent;
  - (v) make no alteration to or modification of the whole or any part of the Software nor permit the Software or any part thereof to be combined with or become incorporated in any other programs, nor decompile or disassemble the object code version of the Software nor attempt to do any of such things, save only according to the extent that such cannot be precluded by section 296A of the Copyright, Designs and Patents Act 1988.

### Customer Support

- 4.11 Build Concierge will provide a support desk for answering any queries on use of the Software;
- 4.12 The support desk will be available between 8:00 and 18:00 hours on any Business Day and support will be provided to the Customer in accordance with the SLO;
- 4.13 If a problem with the Software cannot be resolved in accordance with the SLO, Build Concierge will arrange for remote access and/or viewing of the Customers systems in order identify and resolve any such problems;
- 4.14 To enable Build Concierge to provide the Customer Support the Customer must:
  - (i) make available to Build Concierge, free of charge, access to the Software and all information, facilities, and services, reasonably required by it;
  - (ii) notify Build Concierge immediately on becoming aware of a fault in the Software;
  - (iii) make no alteration or modification of the whole or any part of the Software nor permit the Software or any part of the Software to be combined with or become incorporated in any other programs, nor decompile or disassemble the object code version of the Software nor attempt to do any of such things;
  - (iv) ensure that all Customer staff who use the Software are competent and properly trained in respect of its use; and
  - (v) comply with the user requirements notified to the Customer from time to time.

### Training

- 4.15 Build Concierge will provide training to the Customer as agreed in the Order Form. If no specific further training has been agreed then Training will be web based and provided by Build Concierge's Customer Support team;
- 4.16 Build Concierge will provide on request at a mutually agreed time further training from time to time if so required for training of existing or new personnel subject to payment of its standard charges by the Customer for training at the time.

### Customer Obligations

- 4.17 The Customer shall:
  - 4.17.1 ensure that the terms of the Order Form are complete and accurate;
  - 4.17.2 provide Build Concierge with:
    - (a) all necessary co-operation in relation to any applicable Contract; and
    - (b) all necessary access to such information as may be required by Build Concierge to provide the Software;
  - 4.17.3 comply with all applicable laws and regulations with respect to its activities under any applicable Contract;
  - 4.17.4 carry out all other Customer responsibilities set out in these terms in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Build Concierge may adjust any agreed timetable or delivery schedule as reasonably necessary;
  - 4.17.5 ensure that its employees, agents and authorised independent contractors use the Software and associated documentation in accordance with the Contract and shall be responsible for any such person's breach of the Contract;
  - 4.17.6 obtain and shall maintain all necessary licences, consents, and permissions necessary for Build Concierge, its contractors and agents to perform their obligations under the Order Form, including without limitation the supply of the Software;
  - 4.17.7 ensure that its network and systems comply with the relevant specifications provided by Build Concierge from time to time; and
  - 4.17.8 be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Build Concierge's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet;
- 4.18 The Customer undertakes that:
  - 4.18.1 it will not allow or suffer any individual to make use of the Software and/or any associated documentation provided by Build Concierge who is not an authorised employee, agent or independent contractor of the Customer;
  - 4.18.2 it shall permit Build Concierge to audit the Customer's use of the Services;
- 4.19 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Software that:
  - 4.19.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
  - 4.19.2 facilitates illegal activity;
  - 4.19.3 depicts sexually explicit images;
  - 4.19.4 promotes unlawful violence;

- 4.19.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- 4.19.6 in a manner that is otherwise illegal or causes damage or injury to any person or property; and Build Concierge reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause;
- 4.20 The Customer shall not:
- 4.20.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:
- (a) and except to the extent expressly permitted under the Contract, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or documentation provided by Build Concierge (as applicable) in any form or media or by any means; or attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
- 4.20.2 access all or any part of the Software and/or the associated documentation provided by Build Concierge (or allow any third party such access) to build or train a product or service which competes with the Software and/or the associated documentation; or
- 4.20.3 use the Software and/or documentation to provide or resell similar services to third parties; or
- 4.20.4 subject to clause 12, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Software and/or the associated documentation available to any third party, or
- 4.20.5 attempt to obtain, or assist third parties in obtaining, access to the Software and/or associated documentation, other than as provided under this clause 4;
- 4.21 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Software and/or the associated documentation provided by Build Concierge and, in the event of any such unauthorised access or use, promptly notify Build Concierge of such occurrence.

## 5. Warranty

- 5.1 Build Concierge warrants that during the Term the Software will be of satisfactory quality and fit for its purpose.
- 5.2 Except as expressly provided in the Order Form, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract between the Parties;
- 5.3 Except as specified otherwise in the Contract, if the Software is or becomes of unsatisfactory quality during the Term Build Concierge will (at its option) repair or replace the Software free of charge subject to the terms of the Contract. For the avoidance of doubt, this obligation shall not apply in the event that the defect(s) or non-performance is caused by an act or omission of the Customer. The aforementioned liability of Build Concierge will be the Customer's sole remedy and will be in full and final settlement of and represents the entire liability of Build Concierge for the performance of the Software arising under or in connection with the Contract and, accordingly, Build Concierge shall not be liable to the Customer for any other losses, costs, claims, damages, liabilities or expenses arising to the Customer either directly or indirectly (and including without limitation direct loss or profits and costs) whether in contract, tort or otherwise however arising all of which are fully excluded. Build Concierge reserves the right from time to time to modify the design, operation or performance of the Software so long as the same does not adversely affect the functionality of the Software;

## 6. Liability

- 6.1 The liability of Build Concierge whether in contract, tort (including negligence), misrepresentation or otherwise for any loss or damage suffered by the Customer arising out of or in relation to the Contract shall be limited to the refund of the total sum paid by the Customer under the Contract during the period of 12 months before the date on which the event giving rise to such loss or damage occurred (Liability Amount);
- 6.2 Build Concierge shall not in any circumstances be liable whether in contract, tort (including negligence) or otherwise for any loss of profits, business or revenues, loss of contracts, loss of business opportunity, loss of anticipated saving, loss of goodwill or damage to reputation or for any special, indirect or consequential loss, in any case whether suffered by the Customer or any other person as a result of Build Concierge's breach of the Contract and the parties agree that the categories of loss as referred to at this Clause 6.2 shall be distinct and severable;
- 6.3 Subject to Clause 6.4;
- 6.3.1 Build Concierge shall have no liability in respect of the Customer's inability to use or errors in the functioning of the Software which are attributable to operator error; provision of incomplete and/or incorrect information by the Customer; power failures; malicious interference; any downtime or outages from any supplier, subcontractor or other lack of coverage of the mobile telecommunications network used by the Software; and

- 6.3.2 for the avoidance of doubt, the Customer acknowledges and agrees that the Software, including any features powered by artificial intelligence or large language models, may generate unpredictable, inconsistent, or otherwise unexpected outputs, even when operating without error or defect. The Customer further acknowledges that, due to the probabilistic and evolving nature of AI technologies, it is not possible for Build Concierge to guarantee that all outputs will be accurate, complete, or reliable in every use case, including but not limited to the identification of legal, regulatory, or safety issues. The Customer is solely responsible for reviewing, validating, and, where appropriate, implementing additional safeguards around all outputs generated by the Software before relying on or acting upon such outputs in its own workflows, processes, or decision-making. Build Concierge shall have no liability for any loss of any nature arising from the Customer's reliance on an AI-generated output that proves to be inaccurate, incomplete, inconsistent, or otherwise fails to meet the Customer's expectations, provided that the Software itself was operating as specified and without technical error. This limitation applies regardless of whether the Customer uses the Software to automate processes, make decisions, or otherwise delegate tasks based on its outputs.
- 6.4 Any key performance indicators Build Concierge provides are for guidance purposes only and unless otherwise agreed in writing failure to comply with a key performance indicator shall not be a breach of the Contract (including these terms);
- 6.5 The Customer bears sole responsibility for implementing business continuity measures in the event of a failure of the Software and, as such, the parties agree that the Liability Amount is fair and the Customer accepts the limits as set out in this Clause 6;
- 6.6 Nothing in the Contract shall affect or limit Build Concierge's liability for personal injury or death resulting from its negligence or fraudulent misrepresentation;
- 6.7 The Customer indemnifies Build Concierge against any loss or damage suffered by Build Concierge as a result of a claim by any third party arising out of or in connection with Customer's sale of goods or services to that third party;
- 6.8 The Customer shall indemnify and keep indemnified Build Concierge against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a supervisory authority) arising out of or in connection with any breach by the Customer of its obligations under the Contract.

## 7. Not Used

## 8. Data Protection

- 8.1 For the purpose of this section, "controller", "processor", "data subject", "processing", "personal data breach", "supervisory authority", and "appropriate technical and organisational measures" will be interpreted in accordance with the current UK & EU Data Protection Legislation;
- 8.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 8 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation;
- 8.3 The parties acknowledge that, the Customer is the data Controller and Build Concierge is the data Processor of any Personal Data that is processed by or on behalf of the Customer in the course of performing its obligations under the Order Form;
- 8.4 In using the Build Concierge Services, the Customer may pass to Build Concierge Personal Data relating to its prospects, customers, employees and other persons with whom the Customer has interests. The Order Form and the passing of Personal Data to Build Concierge by use of Build Concierge Services constitute processing instructions for which the Customer guarantees to Build Concierge that it has a legal basis in accordance with the current regulations relating to Personal Data. Build Concierge maintains a register of the categories of Personal Data that Build Concierge anticipate may be managed by the Customer using the Build Concierge services. The Personal Data is collected by the Customer to manage its business, increase its productivity and develop its business or organisation activities;
- 8.5 Without prejudice to the generality of clause 8.2 and 8.3, the Customer will ensure that:
- 8.5.1 for all processing of Personal Data based upon consent, it has obtained and maintains the consent of the person concerned for data collection, use and transmission to Build Concierge as a sub-processor and to subsequent sub processors of Build Concierge;
- 8.5.2 it has all necessary appropriate notices in place to enable lawful transfer of the Personal Data to Build Concierge and its sub-processors for the duration and purposes of the Order Form;
- 8.6 Without prejudice to the generality of clause 8.2 and 8.3, Build Concierge shall, in relation to any Personal Data processed in connection with the performance by Build Concierge of its obligations under the Contract:

- 8.6.1 process that Personal Data only to fulfil its obligations under the Contract or on the written instructions of the Customer unless Build Concierge is required by the laws or regulation of the United Kingdom, any member of the European Union or by the laws of the European Union applicable to Build Concierge to process Personal Data (Applicable Laws). Where Build Concierge is relying on laws or regulations of the United Kingdom, or laws of a member of the European Union or European Union law as the basis for processing Personal Data, Build Concierge shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Build Concierge from so notifying the Customer;
- 8.6.2 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);
- 8.6.3 ensure that any staff or personnel authorised to process the Customer Personal Data are subject to a binding duty of confidentiality in respect of such data;
- 8.6.4 not transfer any Personal Data outside of the United Kingdom and European Economic Area unless the prior written consent of the Customer has been obtained or the following conditions are fulfilled:
- 8.6.4.1 the Customer or Build Concierge has provided appropriate safeguards in relation to the transfer;
- 8.6.4.2 the data subject has enforceable rights and effective legal remedies;
- 8.6.4.3 Build Concierge complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- 8.6.4.4 Build Concierge complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- 8.6.5 assist the Customer, at the Customer's cost, in complying with their obligations under the Data Protection Legislation relating to:
- 8.6.5.1 responding to requests from a Data Subject exercising their data subject rights;
- 8.6.5.2 complying with its own data processing security obligations;
- 8.6.5.3 Personal Data breach;
- 8.6.5.4 Data protection impact assessments; and
- 8.6.5.5 consultations with the applicable supervisory authority following a privacy impact assessment;
- 8.6.6 notify the Customer without undue delay on becoming aware of a Personal Data breach of the Customer's Personal Data, with further information about the breach provided in phases as information becomes available and provide full and prompt information and assistance to the Customer and any applicable law enforcement authority (including any applicable supervisory authority) in relation to such breach;
- 8.6.7 at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer within 1 month following termination of the Contract unless required by Applicable Law to store the Personal Data; and
- 8.6.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 8 and shall, with 28 days' notice, make available to the Customer or grant to the Customer and its auditors (subject to a maximum of one audit request in any 12 month period), and any applicable law enforcement authority (including any applicable supervisory authority), a right of access to, and to take copies of, any information or records kept by Build Concierge pursuant to this clause 8; and
- 8.6.9 notify the Customer immediately if, in Build Concierge's opinion, an instruction for the processing of the Customer Personal Data given by the Customer breaches any provision of the Data Protection Legislation;
- 8.7 The Customer consents to Build Concierge appointing third parties as a third-party sub processor of Personal Data under the Contract, and to change or substitute any such sub processors. Build Concierge confirms that it has entered or (as the case may be) will enter with the third-party processors into a written Order Form. As between the Customer and Build Concierge, Build Concierge shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 8. Upon written request from the Customer Build Concierge will make available a list of sub- processor categories;

- 8.8 Build Concierge will notify the Customer without undue delay in writing if it receives from any data subject whose personal data forms part of the Customer Personal Data, or any applicable law enforcement authority (including any applicable supervisory authority):
- (a) any communication seeking to exercise rights conferred on the data subject by the Data Protection Legislation;
- (b) any complaint or any claim for compensation arising from or relating to the processing of the Customer Personal Data; or
- (c) any communication from any applicable law enforcement authority (including any applicable supervisory authority).
- 8.9 The table below sets out the subject matter and the duration of the processing, the nature and purpose of the processing under the Order Form, the types of Customer Personal Data that Build Concierge will process and the categories of Data Subject whose Personal Data is processed: Required details:

Subject Matter	The provision of the Services in accordance with the Order Form
Duration of processing	The term of the Order Form plus the period following the expiry or termination of the Order Form until the destruction or return of all Customer Personal Data in accordance with the requirements of these Terms
Nature and purpose of the processing	Build Concierge will process the Customer Personal Data for the purpose of providing the Services in accordance with the Order Form
Data subjects	Prospects, customers, employees and other persons with whom the Customer has interests
Categories of data	<ul style="list-style-type: none"> <li>• name, and other identity data;</li> <li>• address and contact details;</li> <li>• signatures;</li> <li>• business photographs/videos which may include images of people or identity documents;</li> <li>• voice recordings;</li> <li>• other data as determined by the Customer</li> </ul>
Special categories of data (if applicable)	At the customers discretion: – other data as determined by the Customer

## 9. Default and Termination

- 9.1 Build Concierge can terminate the Contract by giving the Customer written notice if the Customer;
- (i) fails to pay any payment or any other sum due under the Order Form or any other Order Form with Build Concierge on time; or
- (ii) has made any untrue statements or given any false information to Build Concierge in connection with the Contract; or
- (iii) breaches any material term of the Contract or any other Order Form with Build Concierge; or
- (iv) does anything which does or might prejudice Build Concierge's rights and/or interests in the Software; or
- (v) breaches the terms of any software licence provided in connection with the Software; or
- (vi) is an individual and has a petition presented against it for bankruptcy or proposes any scheme of arrangement or composition with its creditors; or
- (vii) is a company and is unable to pay its debts as they fall due or it has a receiver appointed or a petition is presented (or resolution passed) for the appointment of an administrator or administrative receiver or for its winding up or proposes any scheme of arrangement or composition with its creditors;
- 9.2 If Build Concierge gives the Customer notice under Clause 9.1 and the Contract is terminated before the end of the Term the Customer must recompense Build Concierge for all loss and damage which it has suffered by reason of such early termination. The Customer will in any event pay to Build Concierge on demand any costs and expenses (including legal costs) which Build Concierge incur in enforcing the terms of the Contract following breach by the Customer and on an indemnity basis;
- 9.3 Notwithstanding any other provision in the Contract all payments payable to Build Concierge under it shall become due immediately upon termination.

## 10. Force Majeure:

- 10.1 Build Concierge shall not be liable for any delay in performing any of its obligations or any failure of the Software to perform any of its functions under the Contract caused by force majeure including, but not limited to:
- 10.1.1 emergency, acts or omissions of Government, highway, telecommunications operators, regulatory or other competent authority, unofficial or otherwise unlawful industrial action of any kind, riot, civil unrest, environmental conditions, severe inclement weather, inability to obtain supplies of power, fuel or transport;
  - 10.1.2 breakdown or malfunctioning of the world wide web or other communication links between Build Concierge and the Customer's computer network;
  - 10.1.3 viruses introduced to the Software by the Customer's computer network or otherwise;
  - 10.1.4 external hacking of information within the Software; and/or any other cause beyond Build Concierge's reasonable control.

## 11. Notices and Waiver

- 11.1 Any notices given under the Contract shall be in writing and shall be sent to the Customers address given in the Contract or subsequently notified by the other party (in writing) for such purpose and shall be deemed to have been duly given or made:
- (i) if sent by first class post or recorded delivery two clear Business Days after posting; and
  - (ii) if sent by e-mail, one Business Day after sending;
- 11.2 Failure or delay by either party to exercise any right in the Contract shall not be a waiver of any such right nor operate so as to bar the subsequent exercise of it or of any other right and no single or partial exercise of any right or remedy under the Contract shall prevent any further exercise of the right or remedy or of any other right or remedy.

## 12. Assignment

- 12.1 The Customer may not assign the benefits or its obligations under the Contract without Build Concierge's prior written consent not to be unreasonably withheld;
- 12.2 Build Concierge and its successors and assigns reserve the right to assign the benefits or obligations under the Contract to another group company or suitable supplier.

## 13. Confidentiality

- 13.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party;
- 13.2 Each party may disclose the other party's confidential information:
- (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Order Form. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 13; and
  - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority;
- 13.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Order Form.

## 14. Entire Agreement

- 14.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter;
- 14.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Order Form or these Terms. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract;
- 14.3 Nothing in this clause shall limit or exclude any liability for fraud.

## 15. Third Party Rights

- 15.1 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms;
- 15.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

## 16. General

- 16.1 If any provision of the Contract shall be held illegal or unenforceable such provision shall be severed and the remainder of the Contract shall remain in full force and effect unless the business purpose of the Contract between the parties is frustrated thereby;
- 16.2 The whole of the Contract is set out in the Order Form and these Terms and Conditions. No other terms or representations apply to or are incorporated into the Contract between the Parties and no subsequent variation shall be effective unless set out in writing and signed by a duly authorised representative of the Customer and by a director of Build Concierge;
- 16.3 The terms of the Contract shall take precedence over any other terms and conditions implied in any way (whether by custom, conduct, or otherwise) specified in any purchase orders or agreements issued by the Customer unless agreed in writing by both parties.

## 17. Governing Law:

- 17.1 The Contract shall be governed by English law.