

TERMS & CONDITIONS

involve advantage Terms and Conditions

THIS AGREEMENT IS BETWEEN

CUSTOMER (as set out on the Order Form); and

involve community services, is a company incorporated in England and Wales with registered number 3332555 whose registered office is at the Old Courthouse, Market Street, Bracknell RG121AE ("involve"); and "Customer" as identified in the order form, for the provision of client benefit services by involve community services, its corporate affiliates and its benefit providers.

WHEREAS

(A) involve community services carries on the business of developing and providing specialist employee benefits solutions to its Customers.

(C) Customer wishes involve community services to make available the advantage Product(s) to its Employees

(D) involve community services has agreed to make available the advantage product and to provide the Services in accordance with the terms and conditions set out in this Agreement.

NOW THEREFORE it is hereby agreed as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement unless the context otherwise requires:

"Commencement Date" means the date of this Agreement;

"Confidential Information" means any information of a secret, confidential or private nature in any form concerning either of the Parties which has been obtained in contemplation or during the course of this Agreement that relates to current business activities and current and future plans relating to development, production or sales, marketing strategies and tactics, costings, profit margins, discounts, rebates and other financial information, customers and details of their particular requirements, suppliers and their production or delivery capabilities, pricing, credit policies, credit procedures or systems, or information relating to the Parties' employees, members, consultants, affiliates or officers or to their businesses generally;

"Employee" means any employee, agent or sub-contractor of Customer;

"Fees" means the fees set forth in the advantage benefits Order Form hereto to be paid by the Customer to involve community services;

"Good Industry Practice" means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced contractor seeking to comply with its contractual obligations, complying with all applicable laws and regulations and engaged in the same type of undertaking and under the same or similar circumstances and conditions as involve community services;

"Intellectual Property Rights" means any and all patents, patent applications, know-how, trademarks, trademark applications, trade names, registered design, copyright, database rights or other similar intellectual property rights; "Indicia" means Customer's logos, emblems, symbols, service marks (whether registered or unregistered), get-up, trade or business names, trademarks (whether registered or unregistered), or any other indicia that identify Customer for use in connection with the advantage Product;

"Initial Term" means the initial term of this Agreement as described in the Order Form and in the case that it is not set out in the Order Form, it shall mean a minimum period of 12 months from the Launch Date;

"Launch Date" means the date in which the **advantage** product goes live and is made available to the Employees;

"Order Form" is the form received by the Customer that specifies the number of users, the pricing agreed and the Term and which forms part of this Agreement;

"**advantage**" means any of the individual benefits comprised in the **advantage** benefits programme as further shown on www.involve.community.

"**advantage** product" means the advantage benefits programme or other such product ordered by the Customer as indicated on the Order Form.

"**advantage** provider" means the provider of any benefit in the involve **advantage** Programme;

"Parties" means the parties to this Agreement;

"**advantage** benefits programme" is a service offering Customer access to various useful benefits as negotiated by involve community services with advantage providers;

"Services" are set out in Schedule 1;

"Staff" means any employees, agents or sub-contractors of involve community services engaged or involved in the development of the **advantage** benefits product and/or the provision of the Services;

"Term" means the Initial Term together with each Renewal Term;

"Working Day" means a day other than a Saturday, Sunday or public holiday in England or Wales.

1.2 In this Agreement unless or to the extent the context otherwise requires:

1.2.1 The Clause, Schedule and other headings are inserted for convenience only and do not affect its interpretation;

1.2.2 The Recitals and Schedules form part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the Recitals and the Schedules;

1.2.3 A reference to a Clause, Recital or Schedule is a reference to a Clause or Recital or Schedule to this

Agreement;

1.2.4 Words importing the masculine gender only shall include the feminine and neuter gender and vice versa;

1.2.5 Words importing the singular number only shall include the plural number and vice versa;

1.2.6 A reference to a person includes a reference to a firm, a body corporate, an unincorporated association or authority;

1.2.8 References to any statutes or statutory provisions include any statute or statutory provision which amends, extends, consolidates or replaces the same, or which has been amended, extended, consolidated or replaced by the same and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute or statutory provision;

1.2.9 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties;

1.2.10 If a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day; and

1.2.11 Any consent, approval or notice given under this Agreement shall only take effect if given in writing.

2.DEVELOPMENT AND LAUNCH OF THE ADVANTAGE BENEFITS PROGRAMME AND PROVISION OF THE SERVICES

In consideration of Customer's agreement to pay the Fees over the Term, involve community services hereby agrees to make available the [advantage](#) Product and to provide the Services to Customer for the duration of the Term.

3. DURATION AND EXTENSION OF THE TERM

3.1 This Agreement shall continue for the duration of the Initial Term and automatically renew for further 12 month periods (each, a “Renewal Term”) unless either Party terminates the Agreement with 30 days’ prior written notice at the end of the Initial Term or then current Renewal Term, as applicable or unless the Agreement is terminated in accordance with the provisions of Clause 15.

4. OBLIGATIONS OF INVOLVE COMMUNITY SERVICES

4.1 **involve** community services represents, confirms and undertakes to the Customer that it:

4.1.1 has full power and authority to enter into this Agreement and to perform its obligations hereunder;

4.1.2 will offer the advantage benefits programme as available on www.involve.community to the Customer in accordance with Good Industry Practice; and

4.1.3 will perform the Services in accordance with Good Industry Practice and that the same shall be carried out by suitably qualified, trained, skilled and experienced Staff and be performed in a timely and professional manner.

4.2 **involve** community services makes no warranty or representation as to the ability or suitability of any benefit provider to provide any particular benefit or service to Customer or its Employees. **involve** community services will not be liable for any act or omission committed by any benefit provider in connection with the development of the **advantage** benefit product or the provision of the benefits thereunder which could give rise to any claim, liability or loss incurred or suffered by Customer or any of its Employees. Customer’s and Employees’ statutory rights with respect to advantage providers shall be unaffected.

4.3 **involve** community services agrees to perform its hosting, management and delivery of the advantage product in accordance with Good Industry Practice, and that the same shall be carried out by suitably qualified, trained, skilled and experienced Staff and be performed in a timely and professional manner, and subject to reasonable requests from Customer.

4.4 In providing the **advantage** benefits product, **involve** community services will collect, process and store personal data of the Customer and its Employees. Use of the Customer and Employee information is set out in the **involve** Privacy Policy which can be found at <http://involve.community/privacy-cookies/>

5. OBLIGATIONS OF CUSTOMER

5.1 Customer represents, confirms and undertakes to **involve** community services that it has full power and authority to enter into this Agreement and to perform its obligations hereunder.

5.2 Customer agrees to notify **involve** community services of any changes to operating procedures or other factors, which could have an impact on the performance of the Services by **involve** community services or any activities likely to generate a dramatic increase in the volume of enquiries to that of normal operations.

5.3 The benefits made available through the **advantage** product may be supplied by **involve** community services or its third party benefit providers. The Customer acknowledges that to take advantage from some of the benefits, additional Terms and Conditions may apply. Where benefits are provided by a third party benefits provider, the third party benefits provider's terms and conditions and privacy policy shall apply in addition to the terms of this Agreement. Such additional terms and conditions and privacy policies will be presented to Customers during the sign-up process for such benefits.

5.4 Customer shall use reasonable endeavours to promote a wide spectrum of the benefits and the **advantage** product to its current and new Employees each year throughout the Term.

6. MONITORING OF THE SERVICES

6.1 The Parties or their representatives shall maintain regular communication in order to monitor the performance of the **advantage** product and the Services in accordance with this Agreement.

7. FEES AND PAYMENTS

7.1 Customer shall pay **involve** community services the Fees in the amounts as agreed in the Order Form by **involve** community services.

7.2 All Fees payable to third parties shall be exclusive of Value Added Tax and any other similar taxes, duties or levies or other deductions or withholdings, which taxes shall be charged at the rate and in the manner prescribed by law subject to receipt of relevant documentation required by law.

7.2.1 any fees payable to **involve** community services shall be inclusive of Value Added Tax

7.3 No reduction in fees or refunds are available if the customer is not able through their own choice to utilise the benefits within the **advantage** product specified in the Order Form when the Programme is first launched and within 30 days thereafter.

7.4 All fees will be paid annually, no refunds or reduction in fees are available for any reduction in active Employees using the service during the Term.

7.5 In the event of any payment required to be made by the Customer to involve community services under this Agreement not being received on or before the due date for payment as specified in this Agreement, interest shall become payable thereon both before and after judgment. The interest rate would be fixed at four per cent above the base rate of Barclays Bank PLC (or, if such rate is not available, the nearest equivalent rate of another clearing bank in the City of London nominated by the Party not in default). The interest calculation period would be from the due date for payment to the date when payment is actually received. In the event of any other rate being substituted for the base rate then such substituted rate shall apply for the purpose of this Clause 7.4.

7.6 Should the Customer wish to cancel this Agreement before the expiration of the Term, they are liable to pay the complete Fees for the remainder of the Term.

7.7 Customer understands that should involve community services observe patterns of abuse from the Customer it has the right to terminate the Agreement with immediate effect and the Customer will be liable to pay the Fees for the remainder of the Term.

7.8 Save as otherwise set out herein, involve community services may increase the Fees at any time during the Term by giving Customer at least 60 days' written notice. If Customer does not agree to the increase in Fees, Customer may terminate this Agreement by giving involve community services at least 30 days' written notice prior to the date the new Fees take effect.

8. PERK PROVIDERS

8.1 involve community services shall retain full and final control over which benefit providers shall provide benefits under the advantage programme to the extent permitted by law.

9. AUTHORITIES

9.1 Customer agrees that involve community services is entitled to do anything which in the opinion of involve community services, is reasonable and necessary in order to perform its obligations under this Agreement or to act in accordance with any applicable laws, rules, regulations, authorisations, consents or practice as may reasonably be appropriate. Customer agrees that it shall approve and confirm everything reasonably and lawfully done by involve community services in the exercise of such discretion.

9.2 involve community services shall be entitled to believe that any information and/or instructions given or purported to be given by an individual or person who is or purports to be and is reasonably believed by involve community services to be a director, duly authorised Employee or authorised agent of Customer have been properly authorised by Customer.

10. PROVISION OF INFORMATION

10.1 involve community services will rely on the Customer to ensure that any information made available to involve community services for the purposes of performing its obligations under this Agreement is information that Customer is legally entitled to provide for the purpose for which it is intended to be used and without committing a breach of any obligation owed by Customer to a third person or otherwise infringing any legal, regulatory or equitable rights of any third parties whatsoever and that it is true, fair, complete and accurate and not misleading in any material respect. If Customer subsequently becomes aware that any such information is not correct it will notify involve community services immediately.

10.2. The Customer will not deconstruct and then reconstruct or alter in any way or add to an advertisement so that the resulting advertisement then breaches the UK law or the Committee of Advertising Practice (CAP) code. The Customer shall not add to, deduct from or alter the description of any product or service in any advertisement.

10.3 The Parties agree that since involve community services reputation with benefit Providers is reliant on the quality of advertisements and financial promotions that are used, therefore such communications are done in a legal and compliant way.

10.4 involve community services shall be entitled to assume that matters that may be material for disclosure or otherwise in the context of this Agreement will be brought to its attention and furthermore, it will only provide its services on the basis of information disclosed to it.

11. LIMITATION OF LIABILITY

11.1 Except in the case of breach of contract, fraud, negligence, bad faith or wilful default by involve community services, involve community services shall not in any circumstances be liable (whether in contract, tort or otherwise) for loss or damage howsoever arising and of whatsoever nature (including, without limitation, any indirect or consequential loss or damage, loss of profits, loss of contracts, loss of data, loss of operation time or loss of use of any equipment or process) suffered or incurred by Customer or any of its Employees or any other third party by reason of the carrying out by involve community services of its obligations under this Agreement.

11.2 Where involve community services is held liable for any loss or damage under this Agreement then involve community services maximum aggregate liability will be limited to 100% of the Fees payable by Customer to involve community under this Agreement in the 12 months preceding the event giving rise to the liability.

11.3 The foregoing limitations of liability shall not in anyway affect any rights that Customer may have against a benefit Provider.

11.4 Nothing in this clause 12 or in this Agreement shall limit or exclude either Party's liability in respect of claims for death or personal injury arising from the other

Party's negligence, for fraudulent misrepresentation or any other liability which may not be excluded by law.

11.5 In the event that Customer notifies involve community services of an error or problem with any of the Services provided by involve community services under this Agreement, involve community services will use best efforts to correct such errors or problems but will not be liable for any costs or losses as a result of delays in dealing with issues logged.

12. INTELLECTUAL PROPERTY

Unless agreed otherwise in writing between the Parties:

12.1 Customer shall retain ownership of all Intellectual Property Rights of whatever nature and, if registrable, whether registered or not, in the documents or other material and data or other information provided to involve community services for the purpose of performing its obligations under this Agreement. Customer shall be deemed to have granted involve community services a license to use any such Intellectual Property, documents or other material and data or other information for the purposes of performing its obligations under this Agreement.

12.2 involve community services shall retain ownership of all Intellectual Property Rights of whatever nature and if registrable, whether registered or not, in all documents or other material and data or other information and devices or processes provided or created by involve community services in the provision of the Services during the term of this Agreement. For the purposes of this Clause, Intellectual Property Rights shall include all rights subsisting in relation to the Services, the advantage product or the business of involve community services generally.

12.3 involve community services hereby grants Customer a limited, non-exclusive, revocable, royalty free licence in the United Kingdom to use and make available, communicate, promote, display, link to the advantage product for internal use only for the benefit of its Employees and not to the public at large, in accordance with the terms of this Agreement, subject to the following additional restrictions:

12.3.1 Customer shall not sell, resell, rent, lease or any way make available for a fee or other remuneration the advantage product or any of the benefits to any of your Employees or any third party without the express written consent of involve community services;

12.3.2 Customer shall have no right to sublicense the advantage product without the express written consent of involve community services.

12.4 Customer agrees that involve community services may use the Indicia for the purpose of performing its obligations under this Agreement subject to the Customer giving its prior approval to the format and use of any document, whether prepared in hard copy or electronically in which the Indicia are used. Customer warrants that such authorised use will not contravene any Intellectual Property Rights held by any third Party in relation to the Indicia and that it will indemnify involve community services in relation to any costs, claims, liabilities or charges involve community

services may incur as a result of involve community services use of the Indicia in accordance with the terms of this Agreement.

13. CONFIDENTIALITY AND ANNOUNCEMENTS

13.1 During the Term of this Agreement and at all times after its termination, the Parties will:

- 14.1.1 keep secret all Confidential Information;

- 13.1.2 not communicate or disclose any Confidential Information to any person save in relation to any of its officers, employees, agents or sub-contractors who are involved in the provision of the Services;

- 13.1.3 not use Confidential Information other than for the purposes of this Agreement; and

- 13.1.4 use best endeavours to prevent any unauthorized publication, disclosure or use of any Confidential Information.

13.2 The restrictions in Clause 14.1 will not apply to:

- 13.2.1. any disclosure required for the proper performance of the Parties' obligations in the course of this agreement;

- 13.2.2 any disclosure made to any person or third party authorised by both Parties to possess the relevant information;

- 13.2.3 information or knowledge that was known to either Party prior to the date of this Agreement; and

- 13.2.4 information that is in the public domain other than through the fault or default of either Party.

- 13.2.5 any disclosure required or requested by any court of competent jurisdiction, regulatory or supervisory authority or in accordance with applicable law, rules or regulations

13.3 Customer accepts that the benefits as negotiated by involve community services with the benefit providers constitute Confidential Information and are proprietary to involve community services. Customer shall not approach the benefit providers directly with a view to offering the benefits during the Term of this Agreement.

14. TERMINATION AND EFFECTS OF TERMINATION

14.1 Subject to Clause 16, if either Party commits:

14.1.1 a material breach of this Agreement and in the case of such a breach which is capable of remedy, fails to remedy the breach within 14 days (or such longer period as both Parties may agree in writing) of written notice to do so; or

14.1.2 commits a series of breaches which, taken together, are material in their effect, then, without prejudice to any other rights or remedies, the non-defaulting Party shall have the right to terminate this Agreement. In respect of this clause and for the avoidance of doubt a breach specifically includes (but is not limited to) a breach of a term of this Agreement and a breach in following the law in respect of any advertisement, financial promotion or regulated activity.

14.2 Without prejudice to any other rights or remedies it may have, either Party may terminate this Agreement with immediate effect if:

14.2.1.1 The other Party becomes bankrupt or insolvent or has a receiving order made against it other than for the purposes of reconstruction or amalgamation;

14.2.2 The other Party makes any voluntary arrangement with or any assignment in favour of its creditors or becomes subject to an administration order;

14.2.3 A court makes any composition in satisfaction of the debts of or an involve community services product of arrangement of the other Party's affairs;

14.2.4 An encumbrancer takes possession of, or a receiver is appointed over any of the other Party's property or assets;

14.2.5 The other Party ceases or threatens to cease, to carry on business;

14.2.6 Or any event analogous to any of the foregoing under the law of any jurisdiction occurs in respect of the other Party.

14.3 Any termination of this Agreement (howsoever occasioned) shall be without prejudice to any other rights or remedies a Party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either Party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination or which shall survive the expiration or termination of this Agreement.

14.4 The Term of the Agreement shall be as per the Term described in the Order Form.

15. NO PARTNERSHIP, AGENCY OR EMPLOYMENT

15.1 Save as provided for in Paragraph 11.1, nothing in this Agreement or any arrangement contemplated by it shall constitute a Party a partner, agent, fiduciary or employee of the other Party and the execution, completion and performance of this Agreement shall not confer on any Party any power to bind or impose any obligations to any third parties on the other Party or to pledge the credit of the other Party.

16. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

16.1 No person other than the Parties shall have the right to enforce any term of this Agreement under the Contracts (Rights of Third Parties) Act 1999. For the avoidance of doubt, the application of the Contracts (Rights of Third Parties) Act 1999 is specifically excluded from this Agreement, although this does not affect any right or remedy of any third party that exists or is available apart from that Act.

17. ENTIRE AGREEMENT

17.1 This Agreement, the documents and links to web-based documents referred to in it including without limitation the Order Form, this [advantage](#) holder benefits Agreement and the [advantage](#) End User Terms and Conditions and any additional terms provided as part of the [advantage](#) product including the additional terms for each individual benefit that are presented to Customer and its Employees on behalf of [involve](#) community services, constitute the entire agreement and understanding of the Parties and supersede any previous agreement between the Parties relating to the subject matter of this Agreement but without prejudice to the rights and liabilities of the Parties accrued before the date of this Agreement. In the event of a conflict between the terms of the documents forming this Agreement the Order Form shall take precedence, followed by the [advantage](#) benefits Agreement, followed by the [advantage](#) End User Terms and Conditions, followed by any additional terms provided as part of the [advantage](#) product, including the terms for each individual benefit.

17.2 Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on, and shall have no remedy in respect of any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement.

18. SEVERABILITY

18.1 If any provision of this Agreement is judged to be illegal or unenforceable the continuation in full force and effect of the remainder of the provisions will not be prejudiced

19. WAIVER

19.1 No failure to exercise or any delay in exercising any right or remedy under this Agreement shall operate as a waiver of it or of any other right or remedy under it. No single or partial exercise of any such right or remedy shall prevent any further or other exercise of it or the exercise of any other right or remedy.

19.2 Any waiver given by either Party must be in writing and expressly stated by an authorised employee of the other Party to be a waiver. Such a waiver will only apply to the specific events to which it is stated to relate and not to any other events, whether past or future.

19.3 The rights and remedies provided by this Agreement are cumulative and (unless otherwise provided in this Agreement) are not exclusive of any rights or remedies provided by law.

20. GOVERNING LAW & JURISDICTION

20.1 This Agreement is governed by and shall be construed in accordance with the laws of England and Wales.

20.2 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to hear and determine any suit, action or proceedings and to settle any disputes which may arise out of or in connection with this Agreement (or any documents entered into in accordance with its provisions) and for such purposes, irrevocably submits to the exclusive jurisdiction of the courts of England and Wales.

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Schedule 1: The Services

Involve advantage shall provide the following Services:

- The negotiation of the benefits with the benefit Providers to form part of the advantage product. The benefits may be subject to amendment or removal or, subject to the Customer's approval, replacement or addition during the Term;
- The operation of an advantage product email helpline and general telephone helpline for clients during working hours;
- The management of enquiries from clients to the telephone helpline regarding the [advantage](#) product;
- The handling of any issues or complaints from clients relating to the [advantage](#) product or any of the benefit Providers within it;

- The provision of approved copy of the **advantage** product and the benefits for use in internal Customer promotions to raise Employee awareness and usage of the **advantage** product subject to the Customer's approval, replacement or addition during the Term
 - The operation of an email helpline and general telephone helpline for clients during working hours
 - The management of enquiries from clients to the telephone helpline
 - The handling of any issues or complaints from clients relating to the **advantage** benefits Programme or any of the benefits providers within it
 - The provision of approved copy for use in promotions to raise Employee awareness and usage of the **advantage** benefits Programme.
 - Customer shall use reasonable endeavours to promote a wide spectrum of the benefits to its current and new Employees each year
-