

## TERMS OF SERVICE

**THESE TERMS OF SERVICE GOVERN THE ACCESS TO AND USE OF THE PORTAL, ACCOUNTS AND THE PRODUCTS, FEATURES, SERVICES, TECHNOLOGIES AND SOFTWARE THAT WE MAKE AVAILABLE VIA THE PORTAL AND/OR AS PART OF AN ACCOUNT (THE TERMS OF SERVICE). PLEASE READ THESE TERMS OF SERVICE BEFORE ACCESSING THE PORTAL AND/OR SETTING UP A BUSINESS ACCOUNT AND/OR USING THE SERVICES.**

### **1. WHAT DO THESE TERMS OF SERVICE COVER?**

- 1.1 These Terms of Service set out the terms upon which Accuro Transcription Solutions Limited (company number 7384107) (**Accuro, we, us, our**):
  - 1.1.1 permits you to access and use our portal via <https://www.accuro.co.uk/> (the **Portal**);
  - 1.1.2 permits you to upload Customer Files to the Portal; and
  - 1.1.3 supplies the Services to you.
- 1.2 These Terms of Service apply to all Services that we provide via the Portal to the exclusion of any other terms that you may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 1.3 We are registered with the Information Commissioner's Office registered number Z2441285. Our VAT number is 100 4123 95.

### **2. BY ACCESSING THE PORTAL, YOU ACCEPT THESE TERMS**

- 2.1 By requesting an Account, you warrant and represent to us that you have legal authority to bind the Business Customer to these Terms of Service, that you are lawfully able to enter into contracts on behalf of the Business Customer and that the Business Customer agrees to comply with these Terms of Service as they apply to a Business Customer and Customer's generally. If you do not have such authority or the Business Customer does not agree to these Terms of Service, please do not request an Account.
- 2.2 Where you are accessing the Portal as a User to upload Customer Files on behalf of a Business Customer you confirm that you accept these Terms of Service and agree to comply with them as they apply to Users (as amended and updated by us from time to time).
- 2.3 Where you are accessing the Buy Now Function as an Individual Customer you confirm that you accept these Terms of Service and agree to comply with them as they apply to an Individual Customer and/or Customers generally.
- 2.4 If you do not agree to these Terms of Service do not:
  - 2.4.1 where you are a Business Customer - create an account or where you already have an account in existence, require or permit Users to login via the Portal and/or upload Customer Files to the Portal; or
  - 2.4.2 where you are an Individual Customer- upload your Customer File to the Portal or continue to make payment for our Services.

### **3. THERE ARE OTHER TERMS THAT MAY APPLY TO YOU**

- 3.1 Our Privacy Policy applies to all users of the Portal. [Privacy Policy - Accuro](#)

### **4. DEFINITIONS & INTERPRETATION**

- 4.1 Definitions. In these Terms of Service, the following definitions apply:
  - 4.1.1 **Account** – the account created by a Business Customer as part of the sign-up process, pursuant to which employees of the Business Customer can be provided login credentials to access and use to the Portal and Services;
  - 4.1.2 **Business Day** – a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business;

- 4.1.3 **Business Customer** – means a Customer acting in connection with their trade, business, craft or profession;
  - 4.1.4 **Buy Now Function** – means the function available to Individual Customers to upload Customer Files to the Portal and receive the Services on an ad hoc basis;
  - 4.1.5 **Charges** – means the charges set out in the Quotation relating to the Services to be provided to a Business Customer by Accuro or in the event that a Quotation is not given, the Charges shall be those set out in our current price list from time to time or, in respect of an Individual Customer the price provided at the point the Individual Customer uploads the Customer File to the Portal;
  - 4.1.6 **Confidential Information** – information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in Condition 11.1;
  - 4.1.7 **Contract** - any contract between Accuro and the Customer in respect of the provision of Services by Accuro;
  - 4.1.8 **Customer** – means the person or professional firm or entity purchasing the Services from Accuro and the term **you** refers to any Customer;
  - 4.1.9 **Customer File** - means an audio file or written document in the format required by Accuro from time to time, to be transcribed which is uploaded and transferred to Accuro by an Individual Customer or on behalf of a Business Customer;
  - 4.1.10 **Customer Materials** – all materials, documents, data or information provided by the Customer to Accuro for the purpose of the Services;
  - 4.1.11 **Customer Output File** – means the document produced from the Customer File in respect of which the Services have been provided;
  - 4.1.12 **Data Protection Legislation** - i) to the extent the UK GDPR applies, the UK GDPR and any other law of the United Kingdom or of a part of the United Kingdom which relates to the protection of Personal Data; or ii) to the extent the EU GDPR applies, the EU GDPR and any other law of the European Union or any member state of the European Union to which the Customer or Accuro is subject, which relates to the protection of personal data;
  - 4.1.13 **Domestic Law** - the law of the United Kingdom or a part of the United Kingdom;
  - 4.1.14 **Employment Regulations/TUPE** - the Transfer of Undertakings (Protection of Employment) Regulations 2006 (*SI 2006/246*);
  - 4.1.15 **EU GDPR** - the General Data Protection Regulation ((EU) 2016/679);
  - 4.1.16 **Intellectual Property Rights** – all patents, 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;
  - 4.1.17 **Individual Customer** – means a Customer purchasing the Services in a personal capacity and not in connection with their trade, business, craft or profession;
  - 4.1.18 **Party** – a party to the Contract;
  - 4.1.19 **Quotation** – means the estimate of Charges and timescales involved in providing the Services to a Business Customer based on the instructions received from the Business Customer, such Quotation being subject to amendment by Accuro in the event that the scope of the Services required by the Customer changes;
  - 4.1.20 **Services** – means the services provided by us to you pursuant to these Terms of Service, which may include the provision of typing, transcription, translation and other similar services;
  - 4.1.21 **UK GDPR** – has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018;
  - 4.1.22 **User(s)** – means an employee of the Business Customer who has been provided with or created login credentials for the Portal and who accesses and/or uses the Portal on behalf of the Business Customer.
- 4.2 Construction. In these Terms of Service, the following rules apply:

- 4.2.1 a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 4.2.2 a reference to a Party includes its personal representatives, successors or permitted assigns;
- 4.2.3 references to the Schedules are to the Schedules of the Terms of Service and references to paragraphs are to the paragraphs of the relevant Schedule. If there is any inconsistency between any of the terms and the Schedules, the Schedules shall prevail;
- 4.2.4 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- 4.2.5 any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- 4.2.6 a reference to **writing** or **written** includes faxes and e-mails; and
- 4.2.7 the terms **process, controller, data subject, personal data, personal data breach** and **processor** shall have the meanings given to them in the Data Protection Legislation (and the terms **processing** and **processes** shall be construed accordingly).

## 5. SETTING UP AN ACCOUNT

- 5.1 These Terms of Service will come into effect at the time the “Sign Up” button is clicked and the “I agree to the terms and conditions” box is ticked, confirming the request to set up an Account (**Start Date**) and will continue until the Account is deactivated in accordance with Condition 15.
- 5.2 The Business Customer is responsible for setting up direct debit payments via GoCardless to facilitate payment of the Charges or ensuring prompt payment of the Charges via alternative payment facilities, including but not limited to BACS, in accordance with Condition 8.
- 5.3 Each separate Customer File uploaded to the Portal shall create a contract for the provision of Services in respect of that Customer File only.

## 6. SUPPLY OF SERVICES

- 6.1 The supply of the Services to the Customer (whether during any trial period or thereafter) are subject to these conditions. Any changes or additions to the Services must be agreed in writing by the Accuro.
- 6.2 Our obligation to perform the Services in relation to any Customer File shall not commence until we have received the Customer File.
- 6.3 Subject to these Terms of Services, we shall:
  - 6.3.1 supply the Services using all reasonable skill and care;
  - 6.3.2 use our reasonable endeavours to accurately transcribe, copy, type and translate Customer Files (as applicable). In the event that a word, sentence or any other request dictated or written (as applicable) by the Customer is not clear and/or identifiable, Accuro shall highlight the same appropriately in the Customer Output File;
  - 6.3.3 use our reasonable endeavours to meet the performance times for the Services, but any such times shall be estimates only and time shall not be of the essence for the performance of the Services.
- 6.4 If any Customer File is, in Accuro’s reasonable opinion, unusually difficult to transcribe or copy type (as applicable) then Accuro reserves the right to suspend work on that Customer File in order to negotiate an uplift to the price and time before it provides the Services. If Accuro and the Customer do not agree on any such uplift to the price and time then Accuro may refuse to conduct the Services relating to that Customer File. In such circumstances where you are an Individual Customer, the provisions of Condition 17.1.2(a) shall apply.
- 6.5 The Individual Customer shall or the Business Customer shall procure and ensure that Users shall (at its own expense) upload the Customer File and provide the Customer Materials in a timely manner required by Accuro in order to permit us to supply the Services as agreed. It is the sole responsibility of the Customer to ensure the accuracy of Customer Materials and we accept no

liability whatsoever in respect of incorrect Customer Materials resulting in incorrect Services being supplied by us.

- 6.6 We may at our sole discretion and without notifying the Customer make any changes to the Services which are necessary to comply with any applicable statutory requirements, or which do not materially affect the quality or nature of the Services to be provided to the Customer.

## **7. TUPE**

Where the Customer is a Business Customer, and TUPE applies in relation to the provision of the Services, the provisions set out in Schedule 3 shall apply.

## **8. CUSTOMER'S OBLIGATIONS**

8.1 The Customer is solely responsible for:

8.1.1 ensuring that Customer Files are uploaded in the correct format, and are clear and comprehensible;

8.1.2 ensuring that the correct version of the Customer File is uploaded. Accuro shall not be responsible for determining if the Customer has uploaded a Customer File in error and accordingly the Customer will be responsible in full for the Charges due to Accuro in providing Services in relation to any Customer Files uploaded in error;

8.1.3 undertaking the final proof-reading, checking, editing or formatting of a Customer Output File; and

8.1.4 checking a Customer Output File has been placed in the Customer's case management system where applicable.

8.2 The Customer undertakes:

8.2.1 to obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;

8.2.2 to ensure that its computer system contains proper security and safety measures, including comprehensive virus and firewall protection in accordance with good computing practice;

8.2.3 to ensure that it, or its licensors, are the owner or licensee of any Intellectual Property Rights in the Customer File and that Accuro's use of the Customer File for the purposes of the Services shall not infringe any third party Intellectual Property Rights;

8.2.4 to retain a copy of and appropriately safeguard all Customer Files sent to Accuro for the purposes of the Services;

8.3 The Customer undertakes to Accuro not to:

8.3.1 transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any of Accuro's computer software or hardware;

8.3.2 use the Services for unlawful purposes and in particular not to upload Customer Files containing content which:

(a) contains any material which is obscene, offensive, hateful or inflammatory;

(b) promotes violence or sexually explicit material;

(c) promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

(d) infringes any copyright, database right or trademark of any other person;

(e) is made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;

(f) promotes any illegal activity; or

(g) advocates, promotes or assists any unlawful act such as (by way of example only) copyright infringement or computer misuse.

8.4 The Customer shall indemnify and hold Accuro harmless from and against all and any losses, liabilities, demands, claims, costs and expenses (including legal costs and disbursements on an indemnity basis) and damages incurred or suffered by Accuro, and any damages awarded against

Accuro, arising directly or indirectly as a result of or in connection with any claim that the Customer Files infringe any Intellectual Property Rights of any third party or are libellous, defamatory or obscene.

- 8.5 The Business Customer undertakes that it shall, and Users agree that they shall:
  - 8.5.1 use the Services in accordance with these Terms & Conditions. Notwithstanding and without prejudice to the foregoing, the Business Customer shall be responsible for it's or any User's breach of the same;
  - 8.5.2 keep a secure and confidential password for their access to and use of the Portal; and
  - 8.5.3 use all reasonable endeavours to prevent any unauthorised access to, or use of, the Service and/or Portal and, in the event of any such unauthorised access or use, promptly notify us.
- 8.6 The Business Customer shall not and Users shall not, 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:
  - 8.6.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services and/or Portal in any form or media or by any means; or
  - 8.6.2 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Portal; or
  - 8.6.3 access all or any part of the Services in order to build a product or service which competes with the Services; or
  - 8.6.4 use the Services to provide services to third parties; or
  - 8.6.5 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except Users; or
  - 8.6.6 attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this Condition 7.

## **9. CHARGES AND PAYMENT**

- 9.1 The Business Customer shall pay the Charges as set out in the Quotation plus any additional sums for the provision of the Services which, we in our sole discretion, determine are required to be paid by the Business Customer as a result of a change or lack of instructions or a failure to clarify instructions, the inaccuracy of any Customer File or Customer Materials or any other cause attributable to the Business Customer.
- 9.2 We reserve the right to increase the Quotation and the amount of the Charges if, among other things, the Business Customer makes material amendments to their requirements or the provision of the Services during the continuance of the Contract.
- 9.3 Accuro reserves the right to alter its Charges from time to time, provided always that:
  - 9.3.1 the price payable by an Individual User shall be as confirmed to the Individual User on the Portal from time to time upon receipt of a Customer File; and
  - 9.3.2 it shall give not less than 30 days' notice to the Business Customer of any changes to its pricing.
- 9.4 All Charges are exclusive of VAT and any other applicable taxes and duties. Any failure by the Customer to pay the Charges on the date specified shall be deemed to be a material breach of these conditions. Time for payment shall be of the essence.
- 9.5 Charges shall be paid:
  - 9.5.1 by the Business Customer within 14 days of the date of Accuro's invoice. We reserve the right to suspend the provision of the Services to the Business Customer in the event of a non-payment of any invoice;
  - 9.5.2 by the Individual Customer at the point of using the Buy Now Function via the payment gateway before receiving the Services.
- 9.6 No payment shall be deemed to have been received until we have received cleared funds.
- 9.7 If any payment of Charges is not made by the Business Customer on the due date, Accuro shall be entitled, without limiting any other rights it may have:

- 9.7.1 to charge interest on the outstanding amount (both before and after any judgement) at a rate of 4% above the base rate from time to time of National Westminster Plc from the due date until the outstanding amount is paid in full or the rate payable in accordance with the Late Payment of Commercial Debts (Interest) Act 1998; and/or
- 9.7.2 to terminate, discontinue or suspend the provision of all of the Services to the Business Customer until payment of the Charges is received in full.
- 9.8 All Charges payable to Accuro by the Business Customer shall become due immediately upon termination of the Contract despite any other provision.
- 9.9 All Charges shall be paid without deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 9.10 Services to Individual Customers will only commence once payment is received in full by us.

## **10. INTELLECTUAL PROPERTY RIGHTS**

- 10.1 The Customer acknowledges and agrees that Accuro and/or its licensors own all intellectual property rights in the Services and the Portal. Except as expressly stated in these Terms of Service, no rights to, or in, any intellectual property rights in respect of the Services or the Portal are granted to the Customer or Users.

## **11. CONFIDENTIALITY**

- 11.1 Each Party may be given access to Confidential Information from the other Party in order to perform its obligations under these Terms of Service. A Party's Confidential Information shall not be deemed to include information that:
  - 11.1.1 is or becomes publicly known other than through any act or omission of the receiving Party;
  - 11.1.2 was in the other Party's lawful possession before the disclosure;
  - 11.1.3 is lawfully disclosed to the receiving Party by a third party without restriction on disclosure;
  - 11.1.4 is independently developed by the receiving Party, which independent development can be shown by written evidence; or
  - 11.1.5 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 11.2 Each Party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than as provided by these Terms of Service.
- 11.3 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 breach of these Terms of Service.
- 11.4 Neither Party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 11.5 This Condition 11 shall survive termination of these Terms of Service, however arising.

## **12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE AN INDIVIDUAL CUSTOMER**

- 12.1 If we fail to comply with these Terms of Service, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking the contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 12.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for:
  - 12.2.1 death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;

12.2.2 fraud or fraudulent misrepresentation;

12.2.3 breach of your legal rights in relation to the Services.

12.3 Where we are contracting with you as an Individual Customer, we are only supplying the Services for your own personal use. If you use the Customer Output File for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. Any such commercial, business or re-sale usage is strictly prohibited.

### **13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS CUSTOMER**

13.1 This Condition 13 sets out the entire financial liability of Accuro (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Business Customer:

13.1.1 arising under or in connection with these Terms of Service;

13.1.2 in respect of any use made by the Business Customer of the Services, and

13.1.3 in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Services.

13.2 Except as expressly and specifically provided in these Terms of Service:

13.2.1 the Business Customer assumes sole responsibility for results obtained from the use of the Services by the Business Customer. Accuro shall have no liability for:

- (a) any damage caused by errors or omissions in any information, instructions or scripts provided to Accuro by the Business Customer in connection with the Services, or any actions taken by Accuro at the Business Customer's direction;
- (b) any inaccuracies in any Customer Output File as a result of any word, sentence or other request dictated or written (where applicable) by the Business Customer being unclear or illegible;
- (c) a Customer Output File being replaced in the wrong place in the Business Customer's case management system (where applicable); and
- (d) an instruction sent by the Business Customer for the provision of the Services not being received by Accuro.

13.2.2 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 law, excluded from Accuro's provision of the Services; and

13.2.3 the Services are provided to the Business Customer on an "as is" basis.

13.3 Nothing in these Terms of Service excludes the liability of Accuro:

13.3.1 for death or personal injury caused by the Accuro's negligence; or

13.3.2 for fraud or fraudulent misrepresentation.

13.4 Subject to Conditions 13.2 and 13.3:

13.4.1 Accuro shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under these Terms of Service; and

13.4.2 Accuro's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise:

- (a) for loss arising in connection with the performance or contemplated performance of the Services in relation to a particular Contract shall be limited to an amount equal to the Charges paid or payable for such Services; and
- (b) for all other loss or damage arising under these Terms of Service shall be limited to the greater of the Charges paid to Accuro during the 12 months immediately preceding the date on which a claim arises or £2,000;

provided always that the total aggregate liability of Accuro under these Terms of Service arising out of or in connection with events or circumstances occurring in any twelve month period shall not

exceed the amount of Charges paid or payable by the Customer pursuant to these Terms of Service in respect of the same twelve month period.

- 13.5 This Condition 13 shall survive termination of the agreement between the Business Customer and Accuro as created by these Terms of Service, however arising.

#### **14. DATA PROTECTION**

14.1 The Business Customer and Accuro shall comply with all applicable requirements of the Data Protection Legislation. This Condition 14 is in addition to, and does not relieve, remove or replace, such Party's obligations or rights under the Data Protection Legislation.

14.2 Where the Customer is an Individual Customer, Accuro shall act in its capacity as a controller and shall use the Individual Customer's personal data (or any other personal data contained in the Customer File) for the purpose of providing the Services to the Individual Customer and in accordance with our Privacy Policy. Our Privacy Policy sets out the scope, nature, purpose and duration of processing by Accuro and the types of personal data which Accuro may process. Where the Customer is a Business Customer, the Business Customer acknowledges that for the purposes of the Data Protection Legislation, the Business Customer is the controller and Accuro is the processor and Schedule 2 sets out the scope, nature, purpose and duration of processing by Accuro.

14.3 Without prejudice to the generality of Condition 14.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Accuro for the duration and purposes of the Terms of Service (which in the case of an Individual Customer, includes ensuring it has the right to provide the personal data of other individuals).

14.4 Without prejudice to the generality of Condition 14.1, Accuro shall, in relation to any personal data provided by a Business Customer and processed in connection with the performance by Accuro of its obligations under these Terms of Service:

14.4.1 process that personal data only on the written instructions of the Business Customer unless Accuro is required by Domestic Law or EU Law to otherwise process that personal data. Where Accuro is relying on Domestic or EU Law as the basis for processing personal data, Accuro shall promptly notify the Customer of this before performing the processing required by Domestic Law or EU Law unless the Domestic Law or EU Law prohibits Accuro from so notifying the Business Customer;

14.4.2 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);

14.4.3 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and

14.4.4 not transfer any personal data outside of the UK or EEA unless the prior written consent of the Business Customer has been obtained and the following conditions are fulfilled:

- (a) the Business Customer or Accuro has provided appropriate safeguards in relation to the transfer;
- (b) the data subject has enforceable rights and effective legal remedies;
- (c) Accuro complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
- (d) Accuro complies with reasonable instructions notified to it in advance by the Business Customer with respect to the processing of the personal data;



- 14.4.5 assist the Business Customer (at the Business 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;
- 14.4.6 notify the Business Customer without undue delay on becoming aware of a personal Data breach in relation to personal data provided by the Business Customer within a Customer File or the Customer Materials;
- 14.4.7 at the written direction of the Business Customer, delete or return personal data and copies thereof to the Business Customer on termination of these Terms of Service unless required by the Data Protection Legislation to store such personal data; and
- 14.4.8 maintain complete and accurate records and information to demonstrate its compliance with this Condition 14.4 and the Data Protection Legislation and allow for the Business Customer or its authorised auditor (at the Business Customer's cost), on reasonable notice to undertake audits of Accuro's compliance. The Business Customer shall ensure any such audits do not interfere with Accuro's business operations.
- 14.5 The Customer consents to Accuro appointing its transcribers (whom may be appointed by Accuro on a sub-contractor, self-employed, consultancy or other basis) as third-party processors of personal data in connection with the provision of the Services. Accuro confirms that it has entered or (as the case may be) will enter with such third-party processors into a written agreement incorporating terms which are substantially similar to those set out in this Condition 13. As between the Customer and Accuro, Accuro shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this Condition 14.
- 14.6 Either Accuro or the Business Customer may, at any time on not less than 30 days' notice, revise this Condition 14 (Data Protection) 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 agreement).

## **15. RESTRICTING ACCESS TO THE SERVICES**

- 15.1 We may (at our discretion) deactivate or suspend (for such time as we may consider appropriate) an Account and/or access to all/or part of the Services (including the Portal) at any time if the Business Customer or a User is in breach of these Terms of Service and if such breach can be remedied, fails to remedy the same when given a reasonable opportunity to do so.
- 15.2 We may also suspend the Account and the Services:
  - 15.2.1 to deal with technical problems, make technical changes or for maintenance;
  - 15.2.2 to update the Portal and/or Services to reflect changes in relevant laws and regulatory requirements.

## **16. DEACTIVATING AN ACCOUNT**

- 16.1 To close an Account, the Business Customer must make a request to us via email.
- 16.2 On the deactivation of an Account:
  - 16.2.1 all licences and rights granted to the Business Customer under these Terms of Service shall immediately cease and the Business Customer and Users will no longer be able to use the Services via the Portal; and
  - 16.2.2 any outstanding Charges shall become immediately due and payable in respect of the Services provided prior to the deactivation of the Account.
- 16.3 Deactivation and closure of the Account shall not affect:
  - 16.3.1 any contract for the provision of the Services created prior to the date of deactivation of the Account; or
  - 16.3.2 any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date the Account was deactivated, including the right to claim damages in respect of any breach of these Terms & Conditions which existed at or before the date of deactivation and any provision of these

Terms & Conditions that expressly or by implication is intended to come into or continue in force on or after deactivation of Account shall remain in full force and effect.

- 16.4 An Account will automatically deactivate should there be no activity or login to the Account for a continuous period of 180 calendar days.

## **17. THE PARTIES' RIGHTS TO END AN INDIVIDUAL CUSTOMER CONTRACT**

17.1 Your right to end the contract will depend on why and when you are looking to end the contract and how we are performing the Services:

17.1.1 you have a 14 day cooling off period from the date you upload your Customer File and we accept your request for the Services to change your mind and end the contract unless during this cooling off period you ask us to commence the Services, in which case you can still end the contract but you may not be entitled to a full refund as any sums you have paid to us may be subject to deductions;

17.1.2 you have the right to end the contract if we have:

- (a) told you about an upcoming change to the Services or these Terms of Service which you do not agree to;
- (b) told you about an error in the Charges payable for the Services and you do not wish to proceed;
- (c) there is a risk that supply of the Services may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the Services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 14 days; or
- (e) you have a legal right to end the contract because of something we have done wrong (and we are unable to rectify the issue), in which case, the contract will end immediately and we will refund you in full for any Services which have not been provided and you may also be entitled to compensation.

17.1.3 you do not have the right to end the contract if we have completed the Services even if the cooling off period is still running;

17.1.4 you may still end the contract even where we are not at fault and there is no right to change your mind (in accordance with Condition 16.1) before the Services are completed, but you may have to pay us compensation.

17.2 The Services will be completed when we transfer the Customer Output File to you.

17.3 If you want to end a contract before the Services are completed where we are not at fault or where you are not changing your mind within the cooling off period (where you have the right to do so) just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for Services not provided but we may deduct from that refund reasonable compensation for the net costs we will incur as a result of your ending the contract.

17.4 If you are entitled to a refund under these Terms of Service, we will refund you the price you paid for the Services, by the method you used for payment. However, we may make the following deductions from such amounts:

17.4.1 where you are exercising your right to change your mind - an amount for the Services provided for the period for which the Services were supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what Services have been provided, in comparison with the full coverage of the contract.

17.5 Your refund will be made within 14 days of your telling us you have changed your mind.

17.6 We may end the contract for the Services at any time by writing to you if:

17.6.1 you do not make any payment to us when it is due, and you still do not make payment within 14 days of us reminding you that payment is due; or

17.6.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Services.

17.7 If we end the contract in the situations set out in Condition 17.6 we will refund any money you have paid in advance for Services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the Contract.

**18. THE PARTIES' RIGHTS TO END A BUSINESS CUSTOMER CONTRACT AND/OR THESE TERMS**

18.1 Without limitation to its rights or remedies each Party may terminate these Terms of Service with immediate effect by giving written notice to the other Party if:

18.1.1 the other Party commits a material breach of its obligations under these Terms of Service and (if such breach is remediable) fails to remedy that breach within 10 Days after receipt of notice in writing of the breach;

18.1.2 the other Party 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 (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

18.1.3 the other Party 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 other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;

18.1.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other Party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other Party with one or more other companies or the solvent reconstruction of that other Party;

18.1.5 the other Party (being an individual) is the subject of a bankruptcy petition or order;

18.1.6 a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration 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 14 days;

18.1.7 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 the other Party (being a company);

18.1.8 a floating charge holder over the assets of the other Party (being a company) has become entitled to appoint or has appointed an administrative receiver;

18.1.9 a person becomes entitled to appoint a receiver over the assets of the other Party or a receiver is appointed over the assets of the other Party;

18.1.10 any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Conditions 18.1.2 to 18.1.9 (inclusive);

18.1.11 the other Party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business; or

18.1.12 the other Party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

18.2 Without limiting its other rights or remedies, Accuro may terminate the Account and any contract in existence between the Business Customer and Accuro as created by these Terms of Service:

18.2.1 by giving the Business Customer 1 month's written notice;

18.2.2 with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under to Accuro on the due date for payment.

18.3 Without limiting Accuro's other rights or remedies, Accuro shall have the right to suspend the supply of Services if:

18.3.1 The Business Customer fails to pay any amount due to Accuro on the due date for payment in accordance with the Quotation; or

18.3.2 the Business Customer becomes subject to any of the events listed in Conditions 18.1.2 to 18.1.12, or Accuro reasonably believe that the Business Customer is about to become subject to

any of them.

## **19. CONSEQUENCES OF TERMINATION**

19.1 On termination of these Terms of Service:

19.1.1 all licences granted under these Terms of Service shall immediately terminate;

19.1.2 the Business Customer shall immediately pay to Accuro all of Accuro's outstanding unpaid invoices and interest and, in respect of any Services supplied but for which no invoice has yet been submitted, Accuro shall submit an invoice, which shall be payable by the Business Customer immediately on receipt;

19.1.3 the accrued rights and remedies of the Parties as at termination shall not be affected, including the right to claim damages in respect of any breach of these Terms of Service or a contract created by these Terms of Service which existed at or before the date of termination or expiry; and

19.1.4 those Conditions which expressly or by implication have effect after termination shall continue in full force and effect.

## **20. GENERAL**

20.1 Force majeure:

20.1.1 For the purposes of these Terms of Service, Force Majeure Event means an event beyond our reasonable control including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Party or any other Party), failure of a utility service or transport 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 or default of suppliers or subcontractors.

20.1.2 Accuro shall not be liable to the Customer as a result of any delay or failure to perform its obligations as a result of a Force Majeure Event.

20.2 Assignment and subcontracting:

20.2.1 Accuro may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under these Terms of Service and may subcontract or delegate in any manner any or all of its obligations under these Terms of Service to any third party.

20.2.2 The Customer shall not, without Accuro's prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under these Terms of Service.

20.3 Notices:

20.3.1 Any notice or other communication required to be given to a Party under or in connection with these Terms of Service shall be in writing and shall be delivered to the other Party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by email to the other Party's email address set out on the Quotation.

20.3.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at such addressor, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by email before 15.00 on the same Business Day as sending or if sent by email after 15.00, then on the next Business Day after sending.

20.3.3 This Condition 20.3 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this Condition, notice given under these Terms of Service shall not be validly served if sent by e-mail.

20.4 Waiver and cumulative remedies:

20.4.1 A waiver of any right under these Terms of Service is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a Party in exercising any right or remedy under any these Terms of Service or by law shall constitute a

waiver of that or any other right or remedy, nor preclude or restrict its further exercise. 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.

20.4.2 Unless specifically provided otherwise, rights arising under these Terms of Service are cumulative and to not exclude rights provided by law.

20.5 Severance:

20.5.1 If a court or any other competent authority finds that any provision of these Terms of Service (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of these Terms of Service shall not be affected.

20.5.2 If any invalid, unenforceable or illegal provision of these Terms of Service would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

20.6 No partnership: Nothing in these Terms of Service 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, the other Party in any way.

20.7 Third Parties: A person who is not a Party to these Terms of Service shall not have any rights under or in connection with it.

20.8 Variation: Except as set out in these Terms of Service, any variation, including the introduction of any additional terms and conditions, to these Terms of Service shall only be binding when agreed in writing and signed by Accuro.

20.9 Governing law and jurisdiction:

20.9.1 If you are a Business Customer, any dispute or claim arising out of or in connection with these Terms of Service or a contract between us 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 courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

20.9.2 If you are an Individual Customer, these Terms of Service and the contract are governed by English law and you can bring legal proceedings in respect of the Services in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the Services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the Services in either the Northern Irish or the English courts.

## **Schedule 1 – SERVICES DETAILS**

The Services offered by Accuro include but are not limited to:

1. Transcription;
2. Speech Recognition;
3. Translation;
4. Subtitling and Captioning;
5. Copy typing.

## Schedule 2 - DATA PROCESSING

Processing Table where Accuro is acting in the capacity of a processor:

<b>Subject matter and duration of the processing</b>	<p>Any personal data about an individual which is provided by the Business Customer (in its capacity as a controller) to Accuro in connection with the provision of the Services.</p> <p>Accuro shall only process the personal data for as long as is reasonably necessary for the provision of and/or receipt of the Services and other and for Accuro to comply with its obligations under these Terms of Service including maintaining necessary records in relation to compliance with the Data Protection Legislation.</p>
<b>Purpose</b>	<p>Processing (including the collection, uploading to the Portal, translating, typing, subtitling and/or transcribing) of the personal data provided by the Business Customer to Accuro in order to provide the Services to the Business Customer.</p>
<b>Type of personal data</b>	<p>Name, marital status, title, date of birth and gender, email address, telephone number, username and password, and special categories of personal data (which could include race or ethnicity, religious or philosophical beliefs, sex life and sexual orientation, political opinions, trade union membership, health and genetic and biometric data) and such other personal data as required by the Business Customer (as part of the provision of its services to its clients) which may form part of the documents and transcriptions for which the Services are required.</p>
<b>Categories of data subjects</b>	<p>The Business Customer's clients or representatives, which includes individuals and may include minors and contacts within the Business Customer's business.</p>

### Schedule 3 - TUPE

#### 1 Definitions

In this Schedule 3, the following definitions apply:

**Employee** means any person employed or engaged by the Customer or the Transferor who are wholly or mainly assigned to the activities of the Customer which are essentially the same activities as the Services;

**Employee Liability Information** in respect of each Employee:

- (a) the identity and age of the Employee;
- (b) those particulars of employment that an employer is obliged to give the Employee under section 1 of the Employment Rights Act 1996;
- (c) information about any disciplinary action taken against the Employee and any grievances raised by the Employee, where a Code of Practice issued under Part IV of the Trade Union and Labour Relations (Consolidation) Act 1992 (**TULRCA**) relating exclusively or primarily to the resolution of disputes or any other applicable code or statutory procedure applied, within the previous two years;
- (d) information about any court or tribunal case, claim or action either brought by the Employee against the Customer and/or the Transferor within the previous two years or where the Customer has reasonable grounds to believe that such action may be brought against Accuro arising out of the Employee's employment with the Transferor or Customer (as applicable); and

information about any collective agreement which will have effect after the date Accuro commences the provision of the Services in relation to the Employees pursuant to regulation 5(a) of the Employment Regulations;

**Employment Costs** all pay, benefits, PAYE payments, national insurance contributions and other amounts payable to or in respect of the employment or engagement of any person;

**Employment Liabilities** all liabilities, including but not limited to claims for redundancy payments, unlawful deductions from wages, unfair, wrongful or constructive dismissal compensation, compensation for age, sex, race or disability discrimination or discrimination on the grounds of religion, belief, age or sexual orientation, or claims for equal pay, compensation for less favourable treatment of part-time workers, and any other claims whether in tort (including negligence), contract or statute or otherwise, and any demands, actions, proceedings and any award, compensation,



damages, tribunal awards, fine loss, order, penalty, disbursement, payment made by way of settlement and costs and expenses reasonably incurred in connection with a claim or investigation, and any expenses or legal costs on an indemnity basis;

**New Service Provider** any person who provides services to the Customer which are essentially the same as the Services or any part of the Services following Accuro ceasing to provide such Services to the Customer;

**Relevant Transfer** has the meaning given to it in the Employment Regulations;

**Returning Employees** those employees, to the extent that there are any, of Accuro who are assigned in whole or in part to providing the Services or part of them immediately prior to the Termination Date;

**Termination Date** the date on which Accuro ceases to provide the Customer with the Services (in whole or in part);

**Transferor** where applicable, the third party service provider who provided services to the Customer and employed or engaged the Employees up to the date Accuro commenced provision of the Services to the Customer.

## 2 TUPE on entry

2.1 On Accuro commencing the provision of the Services, whether in whole or in part, the Parties agree that the Employment Regulations may apply and the provision of the Services by Accuro to the Customer may constitute a Relevant Transfer. The Parties agree that, as a consequence, pursuant to the Employment Regulations, where there is a Relevant Transfer, the contracts of employment (other than in respect of any occupational pension scheme to the extent that such rights are excluded by law) of any Employee shall have effect from and after the date of commencement of the provision of the Services as if the same were originally made between such Employee and Accuro.

2.2 The Customer warrants and represents that no person will become an employee of Accuro as a result of the arrangements contemplated by the Contract.

2.3 If a contract of employment relating to any Employee has effect, or is alleged to have such effect, as if it were originally made between Accuro and such a person pursuant to the Employment Regulations or otherwise as a result of the Parties entering into the Contract, Accuro shall be entitled, on becoming aware of that effect or allegation, to terminate such contract of employment without further notice.

2.4 The Customer shall fully indemnify and keep Accuro fully indemnified on a continuing basis against all Employment Liabilities and Employment Costs whatsoever and howsoever arising incurred or suffered by Accuro including all legal expenses and other professional fees (together with any VAT thereon) in relation to:

2.4.1 the employment, engagement or alleged employment or engagement of any Employee or any other person;

- 2.4.2 the termination of the employment or engagement of any Employee by Accuro in accordance with paragraph 2.3;
  - 2.4.3 the employment or engagement of any Employee or other person, the termination by the Customer, Transferor or Accuro (as applicable) of the employment or engagement of any Employee or any other person whether before, on or after the date Accuro commences providing the Services to the Customer or arising directly or indirectly from any act or omission of Accuro in respect of any Employee or any other person; and
  - 2.4.4 any Party's and/or the Transferor's failure to consult in respect of any Employee or any other person in accordance with the Employment Regulations;
  - 2.4.5 any failure by the Customer and/or the Transferor to comply with its obligations pursuant to this Schedule 3 and under the Employment Regulations;
  - 2.4.6 anything done or omitted to be done in respect of any of the Employees which is deemed to have been done by Accuro by virtue of the Employment Regulations.
- 2.5 The Customer shall, and shall procure and ensure that the Transferor shall (as applicable):
- 2.5.1 comply fully with their obligations under the Employment Regulations, and Part IV of TULRCA (if required);
  - 2.5.2 provide complete and accurate Employee Liability Information to Accuro regarding each of the Employees either in writing or by making it available to Accuro in a readily accessible form;
  - 2.5.3 promptly provide to Accuro with any other information as Accuro may request in relation to the Employees and ensure such information is complete and accurate;
  - 2.5.4 provide Accuro with copies of all payroll, tax, PAYE and national insurance records, original terms and conditions of employment, collective agreements, employee handbook and policies and procedures and personnel files and any other documents or records which relate to the employment or engagement of the Employees on the date Accuro commences provision of the Services; and
  - 2.5.5 provide Accuro with such assistance as requested by Accuro to procure the efficient and lawful transfer of the Employees.
- 2.6 All Employment Costs, salaries and other emoluments including holiday pay, taxation and contributions to retirement benefit schemes relating to the Employees shall be borne by the Customer before, on and after the date which Accuro commences provision of the Services to the Customer.
- 2.7 The Customer shall, and shall procure and ensure that the Transferor shall, procure and ensure that its employees, agents and successors in title shall promptly:
- 2.7.1 take such action in connection with the Employment Liabilities as Accuro shall from time to time reasonably request;

- 2.7.2 provide free of charge all such assistance and information as Accuro may reasonably request relating to the Employment Liabilities to enable the same to be pursued, including where such information may be held by the Transferor and the Customer must procure such information and assistance from the Transferor;
- 2.7.3 subject to any restriction imposed by law, provide Accuro, its legal and other advisers with access to all documents, records or other information held by the Customer (or the Transferor, where applicable) relating to the Employment Liabilities;
- 2.7.4 provide Accuro and/or its professional advisers and experts with access from time to time to such members of staff as may be necessary to assist Accuro with the preparation of its cases in relation to the Employment Liabilities;
- 2.7.5 permit and require such employees as Accuro and its professional advisers may reasonably request to meet with Accuro and/or its legal advisers in normal working hours to prepare witness statements for trial, attend meetings with counsel or experts and/or to attend any court hearing or trial in connection with the Employment Liabilities for so long and as frequently as Accuro or its legal or other professional advisers may reasonably require;
- 2.7.6 provide such other assistance as Accuro may reasonably request in order to ensure the due and timely prosecution of the Employment Liabilities;
- 2.7.7 resist in connection with the Employment Liabilities any request for documents, information, access to relevant premises or to employees of the business by any third party without first informing Accuro and obtaining its agreement to any approval of the request; and
- 2.7.8 preserve and not waive legal professional privilege or any other privilege attaching to any of the documents or other information relating to the Employment Liabilities in their possession without first obtaining Accuro's consent to such waiver, such consent not to be unreasonably withheld.

### **3 TUPE on Exit**

- 3.1 On Accuro ceasing to provide the Services (for whatever reason) whether in whole or in part, where the Services or part thereof (or activities essentially the same as them) are carried out by the Customer or a New Service Provide, the Parties acknowledge and agree that the Employment Regulations may apply.
- 3.2 The contracts of employment (other than in respect of any occupational pension scheme to the extent that such rights are excluded by law) of the Returning Employees shall have effect from and after the Termination Date as if originally made between each such Returning Employee and the Customer or New Service Provider.
- 3.3 If the contract of employment of a Returning Employee does not have effect, or is alleged not to have such effect, from the Termination Date as if originally made between the Customer or New Service Provider and that person pursuant to the Employment Regulations as a result of Accuro ceasing to provide the Services (whether in whole or in part) and the operation of the Employment Regulations, Accuro may, on becoming aware of that effect or allegation, terminate such contract of employment and the Customer will indemnify and

keep indemnified Accuro against all Employment Liabilities arising out of such termination of employment or any period of employment following the Termination Date.

- 3.4 The Customer shall indemnify Accuro against all Employment Liabilities and Employment Costs whatsoever and howsoever arising incurred or suffered by Accuro including all legal expenses and other professional fees (together with any VAT thereon) in relation to any constructive dismissal claim or any claim under regulation 4(9) of the Employment Regulations arising out of any changes proposed by the Customer and/or the New Service Provider in relation to a Returning Employee's contract of employment or working conditions.