

Subscription Service Terms & Conditions

1.0 Scope

1.0.1 These Terms and Conditions are provided by **Associate Enterprises Limited** a company registered in England, also trading as Assent Risk Management, Resilify, Lorators, Clemark.

1.0.2 These Terms and Conditions apply to retained, subscription, virtual, outsourced, managed and fractional professional services provided by Associate Enterprises Limited, including but not limited to:

- Health & Safety Competent Person Services
- Outsourced or Fractional Data Protection Officer Services
- Outsourced or Fractional Management Services
- Compliance and Governance Services
- Risk Management Services
- Information Security Services
- ISO Support Services
- Advisory and Help Desk Services
- Any other retained professional services agreed in writing

1.0.3 These Terms and Conditions should be read in conjunction with any Master Services Agreement or Statement of Work issued.

2.0 Definition of Terms

2.0.1

References to “We”, “Us”, “Our”, “Our Selves”, “The Company”, and “Assent” refers to the service provider, Associate Enterprises Limited.

2.0.2

References to “You”, “Your”, “The Customer”, “The Client” refers to the party or parties entering into this agreement with Associate Enterprises Limited.

2.0.3 References to “Subscription” refers to one or more Associate Enterprises Limited services you have subscribed or agreed to. These terms apply to each subscription individually.

Appendix A: Subscription Terms and Conditions

A1.1 Definition of Named Professional Services

Where a Subscription includes the appointment of a named professional, advisor, manager, officer or specialist, Associate Enterprises Limited shall assign a suitably qualified and experienced individual to fulfil that role.

A profile of the assigned individual may be provided upon request.

The assigned individual may be substituted at any time with another suitably qualified and experienced professional without affecting the continuity of the Service.

A1.2 Definition of the Competent Person Service

Regulation 7 of the Management of Health and Safety at Work Regulations 1999 requires organisations to have access to competent health and safety assistance.

Our Health & Safety Competent Person Service provides access to competent health and safety advice and support.

A named competent advisor will be assigned to the Client in accordance with Section A1.1.

A1.3 Definition of the Outsourced Data Protection Officer

Where the Client appoints Associate Enterprises Limited as its Data Protection Officer, or where the parties agree that equivalent privacy governance services will be provided, the Service shall be delivered by a suitably qualified individual.

Article 37 of the UK GDPR permits organisations to appoint a Data Protection Officer under a service contract.

The assigned Data Protection Officer shall be involved, where appropriate, in matters relating to the protection of personal data.

The assigned individual will be appointed in accordance with Section A1.1.

A1.4 Outsourced, Virtual and Fractional Management Services

Associate Enterprises Limited may provide outsourced, virtual or fractional management services including, but not limited to:

- Health & Safety Manager
- Compliance Manager
- Information Security Manager
- Risk Manager
- Quality Manager
- Environmental Manager
- Governance Manager
- Operations Manager

Such services provide access to experienced professionals on a part-time, retained or outsourced basis.

The role, authority, responsibilities and expected deliverables shall be defined during the onboarding process and documented within the Certificate of Service or other Agreement.

A1.5 Scope of Risk Assist Premium Help Desk

The Risk Assist Premium Help Desk provides subscribers with access to competent advice on a variety of risks, subject to the scope of your Subscription.

A1.6 Scope of Compliance Help Desk

The Compliance Help Desk provides subscribers with access to competent advice on a variety of ISO standards, subject to the scope of your Subscription.

A1.7 Scope of Services

The scope of each Subscription shall be defined during onboarding and may include:

- Organisational structure
- Number of locations
- Number of personnel
- Relevant management systems
- Regulatory obligations
- Existing certifications
- Risk profile
- Technology systems within scope
- Historical incidents, claims or enforcement actions
- Other information reasonably required by Associate Enterprises Limited

The scope may be amended by mutual agreement and may result in a revised fee.

A1.8 On-boarding Process

On commencement of the Subscription, an on-boarding process shall be completed for the purpose of information gathering and clarification.

The on-boarding process may be chargeable in addition to the Subscription and may identify changes that need to be made prior to the Service taking effect.

A1.9 Certificate of Service / Service Schedule

An interim Certificate of Service / Service Schedule will be issued upon registration. This will be valid for 7 days from the date of registration.

A full Certificate of Service / Service Schedule will be provided within 7 days of registration and successful on-boarding of the organisation to our advisory service.

There must be a valid certificate of service / Service Schedule in order to use the Subscription service.

We will not advise on incidents that take place outside the expiry date, unless otherwise agreed.

We reserve the right to suspend or withdraw the certificate of service at any time.

Reasons for suspending the certificate of service include:

- The information provided by the client is found to be inaccurate.
- A previously known issue or prosecution has not been disclosed to Us at the start of the Subscription.

A2. Notification of Accidents, Incidents or Advice Requests

All notifications of accidents, incidents or advice requests (here-on referenced as 'Issues') must be submitted via our help desk system and receive a unique ticket number.

Issues that do not have an associated ticket number will be considered as though We have not been informed of that issue and will not be covered by the Subscription service.

We should be notified of any accidents or incidents that occur as soon as possible.

In some cases, additional site visits and work may be required to close an issue at additional cost.

A3. Handling Tickets

A3.1. Submission of Tickets

Tickets may be submitted via the online portal and this is the preferred method.

Assent staff may raise a ticket on behalf of a client resulting from a telephone call, email or conversation.

Submitted tickets are allocated to one of the above valid certificates of service / Service Schedule before being addressed by Our expert staff.

If no valid certificate / Service Schedule can be found, the ticket requester will be asked to confirm a valid Subscription or Agreement, or a quote provided to service the request.

A3.2. Response Commitment

We will make all reasonable efforts to respond to tickets within **ONE UK working day**, however it should be noted that the complexity of tickets may vary and therefore resolution times cannot be guaranteed.

A3.3 Ticket Closure

When we are confident that the ticket has been answered effectively the Customer will be asked to confirm the ticket closure within the ticket.

Tickets will automatically be closed in 48 hours if no response has been received.

A3.4 Customer Verification

The help desk will accept tickets from registered email addresses within your organisation.

Where an unrecognised email address has submitted a ticket, we will require verification from the named contact before proceeding to service the ticket.

The list of registered users can be updated by submitting a ticket.

A3.5 Confidentiality & Information Security

We cannot be held responsible for information submitted by the customer and we do not vet, redact or censor content.

However, Our staff will avoid, as far as possible, including any personal or confidential information within the ticket responses.

Further information on our Information Security Policy can be found on

<https://www.clemarkgroup.com/together/>.

A3.6 Desk Opening Times

The Help Desk will be open Working Monday to Fridays, 9am to 5pm UK TIMEZONE

However, tickets can be submitted any time via the online portal or email address:

desk@assent1.com.

A3.7 Ticket Themes

Each ticket should contain one theme or incident only. Occasionally it may be necessary for our staff to open a new ticket to separate different issues.

This enables our team to select the most appropriate person to work on each issue and makes reporting clearer.

A3.8 Disclaimer

Associate Enterprises Limited will exercise reasonable skill and care in providing the Services.

The Client remains responsible for its operational decisions, compliance obligations and implementation of any recommendations provided.

Advice provided under a Subscription does not constitute legal, financial, taxation or insurance advice unless explicitly agreed in writing.

The Client should seek appropriate specialist advice where required.

A4. Usage and Limits

A4.1 General

The Subscription service is provided with a maximum number of consultancy hours per month.

We reserve the right to refuse service or review the fees due under the Subscription, if the volume of work is consistently above the allotted hours.

Subscriptions are allocated a set number of hours per calendar month as shown in the Subscription Hub Portal or other Agreement.

A4.2 Resource Availability

The Client acknowledges that fractional, virtual and outsourced management services are provided on a part-time retained basis.

Unless otherwise agreed in writing, the assigned professional shall not be regarded as a full-time employee of the Client and availability shall be limited to the hours included within the Subscription.

A4.3 Authority

Unless specifically authorised in writing, Associate Enterprises Limited personnel shall act in an advisory and coordination capacity only and shall not enter into contracts, incur liabilities, make financial commitments or otherwise bind the Client.

A5. Cancellation of Service

Subscription services are offered on a month-to-month basis.

The agreement can be cancelled with at least 30 days' notice before the end of the term.

Where the Subscription is offered as an additional part of another support agreement with Us, this will not affect the underlying support agreement.

We will make every effort to close all tickets prior to the end of the agreement, however all-open tickets will automatically be closed on expiration of the Subscription or Agreement.

A6. Additional Services

The Client appreciates that not all issues can be resolved remotely via the service desk.

We may recommend a site visit, audit or other consultancy in order to resolve your issue.

This will be quoted separately to the Subscription charge, at Our standard day rates.

A7. Fees & Payment

We offer a standard monthly rate, capped as detailed above, however this can be increased subject to the requirement of the Client, at additional cost.

These fees are reviewed, in line with Our other fees, every April.

We reserve the right to refuse tickets for non-payment. Payment is in advance of the month it covers.

A8. Acceptable Use of the Service Desk

The Subscription is provided under an acceptable use policy.

We reserve the right to refuse service or review the fees due under the Subscription, if the volume of tickets is consistently of a high level that we deem to be unacceptable.