

NUTRAL WORKFORCE ASSURED

SUBSCRIBER TERMS & CONDITIONS

10/06/2024 Version 1.4



Subscriber Terms and Conditions

Please read this document carefully before agreeing to the terms and conditions. Failure to agree to the terms and conditions will result in your application being rejected. By paying and scheduling your audit you are accepting the terms and conditions of the scheme.

This is a legal agreement as amended from time to time, between:

1. You the Subscriber; and
2. Nutral Solutions Limited, Company Number 13786862, Register Address Unit 5, Arena Park Tarn Lane, Scarcroft, Leeds, United Kingdom, LS17 9BF.

(each a "party" and together the "parties")

Introduction

Nutral has established an accreditation scheme which is underpinned by an annual audit service. The scheme aims to provide clients with a compliance standard using a tailored compliance tool for contractors and employment intermediaries operating in their value chains. For contractors and intermediaries, it is a means of demonstrating robust governance to clients, whilst also helping to identify improvement areas in their practices and procedures. By setting a standard that can be adopted by multiple clients the scheme provides a compliance benchmark that can be recognised across the sector and reduce workloads associated with internal supply chain assurance processes.

For the scheme to achieve its aims, the following steps need to be followed:

1. Subscriber makes the payment for the subscription and schedules their audit to become an accredited intermediary via the Nutral Workforce Assured scheme.
2. The audit is conducted, and the subscriber provides all necessary information to the auditor.
3. The audit report is created and provided to the subscriber with an action plan, if required.
4. Where an action plan is provided, a reassessment is booked and completed.

5. On successful completion of an assessment, the subscriber receives an audit report and certificate, which can be shared with their clients. The subscriber is added to the list of accredited companies and promoted to end clients.

The subscriber agrees that the audit conducted will be done so in line with the Scheme Rulebook and the terms of this agreement.

Agreed Terms

1. Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Subscriber: The organisation paying the fees to complete the annual accreditation process.

Contractor: Refers to a subscriber who manages and controls construction work.

Intermediary: Refers to the subscriber who is defined as an Employment Intermediary which is either a Recruitment Agency and/or Payroll or CIS Intermediary.

Client: refers to the organisations using the Scheme to manage compliance in their supply chains.

Additional Services: means any other products and services that are provided by Nutral that are outside of the assessment services under the accreditation scheme.

Scheme: refers to Nutral Workforce Assured (NWA) which is the name of the accreditation service.

Subscription Period: refers to the 12-month subscription timeframes which start from the initial payment date.

Subscription Fee: means the annual fee paid by the subscriber for the services.

Client Funded Subscription: means when the end client has chosen to pay for the Contractor or Intermediary's accreditation.

Effective Date: the date on which these terms are agreed.

Subscription Expiry: is the date on which the subscription expires, and the subscriber must make payment to renew.

Audit Expiry: is the date on which the audit is no longer valid which is 12 months from the initial audit date.

Initial Audit Date: is the date on which the first audit is carried out as part of the subscription period.

Reassessment: refers to any additional audit activities that take place following the initial audit for the subscriber to demonstrate addressing any failure points.

Audit Status: refers to the current outcome of the audit as per the scheme rule book.

Subscription Services: means, the completion of all audit reports, action plans and accreditation certificates so that the subscriber can demonstrate affiliation with the scheme.

Data Protection Legislation: means any applicable law relating to the processing, privacy and use of Personal Data, as applicable to either party or the Services, including the UK General Data Protection Regulation ("GDPR"), the Data Protection Act 2018 and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing.

Subscriber Data: means the data inputted by the Subscriber, or otherwise on the Subscriber's behalf for the purpose of using the Services.

1.2. References to clauses are references to clauses of this Agreement unless otherwise stated.

1.3. "You", "Your", and "Yours" refer to you as the Subscriber.

1.4. "we", "us", and "our" refers to Nutral.

1.5. Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.6. Unless the context otherwise requires words, in the singular shall include the plural and, in the plural, shall include the singular.

1.7. Reference to an enactment or statutory provision shall include a reference to any subordinate legislation made under the relevant enactment or statutory provision and is a reference to that enactment, statutory provision or subordinate legislation as from time to time amended, consolidated, modified, re-enacted or replaced.

2. Subscription Services

2.1. Nutral shall provide the Subscription Services subject to payment of the Subscription Fee.

2.2. Nutral shall only provide certificates of accreditation to organisations who have completed and passed their audit as well as maintained payment for their subscription. Nutral shall not promote Subscribers to Clients who are not accredited.

- 2.3. Subject to payment of the Subscription Fee, the Subscriber may request additional Nutral products and services. Such requests will be deemed as Additional Services for the purposes of this agreement. This excludes any Reassessments required for the Subscriber to be able to achieve the accreditation.
- 2.4. The Subscription Fee is only available as an upfront annual payment covering the Subscription Period. Payment options are at the sole discretion of Nutral.
- 2.5. The Subscriber shall permit Nutral to share information regarding the status of their accreditation with clients adopting the accreditation. This information will also include sharing certificates but will not include audit reports or action plans unless the subscription has been funded by the client, Client Funded Subscription.
- 2.6. Nutral reserves the right to remove the Subscriber from the list of accredited companies in the event the Subscriber fails to meet the required standards of the accreditation or fails to pay any applicable fees.

3. Charges and Payments

- 3.1. The Subscription Fee shall be due and payable upon accepting these terms so that Nutral can commence delivering the Subscription Services. Audit dates cannot be confirmed without payment.
- 3.2. Any changes in fees will be communicated to all Subscribers and said changes will not become active for a minimum of 30 days from being communicated.
- 3.3. Nutral shall be entitled to charge interest on any late payments at the rate of 4% above the base rate of Barclay's Bank UK PLC. In the event such base rate should drop below 0%, at a rate of 4%.
- 3.4. For the avoidance of doubt, if the Subscriber fails the Scheme Audit the Subscriber shall not be entitled to a refund of any applicable fees.

4. Duration

- 4.1. This agreement shall begin on the Effective Date and continue until terminated by either party or in accordance with clause 4.4.
- 4.2. The Subscription Services shall continue for:
 - 4.2.1. If the appropriate fees are paid then the subscription shall run for twelve from the date the Subscription Fee is paid or for renewing the subscription from the previous Subscription Expiry.

- 4.3. Nutral shall inform the Subscriber by giving two months' written notice before the renewal. It is with best intention that the audit renewal date is on the anniversary of the previous year's audit or very close to it.
- 4.4. If the Subscriber does not pay the Subscription Fee for a period of 3 months following any renewal, this agreement shall terminate.

5. Provision of Services

- 5.1. Nutral will perform the Subscription Services in accordance with the Scheme Rule book and the audit protocol and with reasonable skill and care.
- 5.2. Nutral warrants that it has and will maintain all licences, consents and permissions necessary to perform our obligation under this agreement.
- 5.3. The Subscriber warrants that the status of their accreditation will be shared with Clients for Nutral to perform its duties to their clients.

6. Subscriber/ Intermediary Obligations

- 6.1. The Subscriber warrants that any information provided as part of the accreditation process is true, accurate and not misleading.
- 6.2. The Subscriber Shall:
 - 6.2.1. fully cooperate and provide necessary access to information required by Nutral to enable the provision of the Subscription Services; and
 - 6.2.2. ensure that it has sought all relevant consents and provided all relevant notices in relation to the provision of data.
 - 6.2.3. comply with all applicable laws and regulations with respect to its activities under this Agreement; and comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.

7. Data Protection

- 7.1. Each party will comply with the Data Protection Act 2018.
- 7.2. Nutral will not hold, or store personal, confidential or sensitive information provided by the Subscriber.

8. Intellectual Property Rights

- 8.1. Save as expressly set out in this Agreement, the Subscriber shall not acquire any Intellectual Property Rights from Nutral. The Subscriber also acknowledges and agrees that this Agreement does not grant to them any

right, title or interest in or to the Intellectual Property Rights or any other rights or licences in respect of the Services, including the Nutral Audit.

9. Indemnity

- 9.1. The Subscriber shall indemnify and keep Nutral indemnified against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever whether arising in tort (including negligence) default or breach of this Agreement, to the extent that any such loss or claim is due to breach of contract, negligence, wilful default or fraud of itself or of its employees or of any of its agents, representatives or supply chain save to the extent that the same is directly caused by or directly arises from the negligence, breach of this Agreement or applicable law by Nutral or its representatives (excluding any Subscriber personnel).

10. Limitation of Liability

- 10.1. Neither party shall be liable to the other party (as far as permitted by law) for indirect special or consequential loss or damage in connection with this Agreement whatsoever and howsoever arising whether in contract, tort, (including negligence) breach of statutory duty or otherwise, nor for any loss of (or damage to) profit, revenue, contracts, anticipated savings, goodwill or business opportunities whether direct or indirect.
- 10.2. Each party shall at all times take all reasonable steps to minimise and mitigate any loss or damage for which the other party is entitled to bring a claim against it pursuant to this Agreement.
- 10.3. Notwithstanding any other provision of this Agreement neither party limits or excludes its liability for:
 - 10.3.1. fraud or fraudulent misrepresentation;
 - 10.3.2. death or personal injury caused by its negligence;
 - 10.3.3. breach of any obligation as to title implied by statute; or
 - 10.3.4. any other act or omission, liability for which may not be limited under any applicable law.

11. Termination

- 11.1. Nutral can terminate this agreement immediately by providing written (email) notice to you:

- 11.1.1. if you commit a material or persistent breach of this agreement which you fail to remedy within thirty (30) days from the date the notice of termination is sent;
- 11.1.2. if you fail to make any payments required to maintain the subscription.
- 11.2. Without affecting any other right or remedy available to it, Nutral can terminate this agreement by giving not less than fourteen (14) days' notice.
- 11.3. The Subscriber may terminate this agreement within seven (7) days of paying the Subscription Fee and receiving a full refund provided no audit services have been carried out for that Subscription Period.
- 11.4. On termination:
 - 11.4.1. All rights granted to you under this agreement shall be ceased.
 - 11.4.2. You will cease to be listed as an accredited Intermediary under this scheme.
 - 11.4.3. You shall not be entitled to a refund unless termination is within the seven-day period as detailed in clause 11.3.

12. Force Majeure

- 12.1. Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances, the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 10 weeks, the party not affected may terminate this agreement by giving 14 days written notice to the affected party.

13. Notice

- 13.1. Any notice given to either party under or in connection with this agreement shall be in writing and shall be:
 - 13.1.1. Delivered by hand or post to the registered head office or principal place of business; or
 - 13.1.2. sent by email to, if to the Subscriber, the listed main point of contact for managing the accreditation. Or, if to Nutral to consultancy@nutraluk or any director's email address.

14. Other Terms

- 14.1. Nutral may transfer their rights and obligations under this agreement to another organisation. A transfer will not affect the Subscriber's rights or obligations.
- 14.2. The Subscriber may not transfer their rights or obligations under this agreement to another entity.
- 14.3. Variation
 - 14.3.1. Nothing in this clause 14.3 shall entitle either party to vary any fees due under this agreement and, in respect of such variations, clause 3.2. will apply.
 - 14.3.2. Nutral may vary the terms of this agreement at any time provided notice is given to the Subscriber/Intermediary and they are given thirty (30) days to object to the change.
 - 14.3.3. Where no objection is given in line with clause 14.3.2 the change will be accepted.
- 14.4. This Agreement, and any documents referred to in it, constitute the whole agreement between the Parties and supersede any previous agreement, understanding or agreement between them relating to the subject matter they cover.
- 14.5. Nothing in this Agreement is intended to or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorize any party to make or enter into any commitments for or on behalf of any other party.
- 14.6. Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of the Agreement, other than as expressly set out in this Agreement.
- 14.7. Each of the conditions of this Agreement operates separately. If any court or competent authority decides that any of them is/unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 14.8. Other than as expressly set out in clause 9.1, this Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 14.9. This Agreement, its subject matter and its formation are governed by English law. The parties both agree that the courts of England and Wales will have exclusive jurisdiction.