



BDMCX Terms and Conditions of Business

PART 1

Version 8.0

Applicable from: **1 August 2026**

Issued by:

BDM Talk Ltd
Trading as **BDMCX**

Registered in England and Wales

Confidential

This document contains the standard terms and conditions governing the provision of services by BDM Talk Ltd trading as BDMCX.

These Terms form part of every Order Form unless expressly varied in writing.

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1 Definitions and Interpretation

In these Terms:

Affiliate means any company controlling, controlled by or under common control with either party.

Agreement means the Order Form together with these Terms and any incorporated Schedules.

Artificial Intelligence Services means any software, machine learning, automation or AI-assisted services supplied by BDMCX.

BDMCX means BDM Talk Ltd trading as BDMCX.

Business Day means Monday to Friday excluding public holidays in England.

Client means the organisation identified on the Order Form.

Client Data means all information supplied by the Client including personal data.

Commencement Date means the commencement date stated within the Order Form.

Confidential Information includes commercial, financial, technical and operational information disclosed by either party.

Controller, Processor, Personal Data, Processing and Data Subject have the meanings given by UK GDPR.

Fees means the charges contained within the Order Form.

Force Majeure Event means any event beyond the reasonable control of either party.

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Order Form means the commercial document issued by BDMCX identifying the services, pricing and commercial arrangements.

Services means all services provided by BDMCX including but not limited to:

- Contact Centre Services
- Employer of Record Services
- Recruitment
- Consultancy
- AI Services
- Managed Business Services
- Sales and Marketing Services
- Customer Experience Services
- Business Process Outsourcing

Interpretation

Unless the context requires otherwise:

Words in the singular include the plural.

References to legislation include amendments and replacements.

Headings are for convenience only.

References to writing include electronic communications.

2 Basis of Contract

2.1 These Terms govern every agreement between BDMCX and the Client.

2.2 Execution of an Order Form constitutes acceptance of these Terms.

2.3 No separate signature of these Terms is required.

2.4 These Terms replace all previous versions unless expressly agreed otherwise.

2.5 Any Client purchasing terms shall not apply unless expressly accepted in writing by a Director of BDMCX.

2.6 Where there is inconsistency the following order of precedence applies:

1. Signed Order Form
 2. Service Schedule
 3. These Terms
 4. Any proposal or quotation
-

3 Order Forms

Each Order Form shall specify:

- Services
- Fees
- Billing frequency
- Commencement Date
- Minimum term
- Notice period
- Service Hours
- Special Conditions

Each Order Form forms part of this Agreement.

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4 Scope of Services

BDMCX may provide one or more of the following services:

- Contact Centre Operations
- Inbound Customer Support
- Outbound Sales
- Appointment Setting
- Employer of Record
- Recruitment
- CRM Management
- Lead Generation
- AI Assisted Customer Support
- Virtual Administration
- Debt Collection
- Consultancy
- Training
- Managed Outsourcing

The exact scope shall be defined within the relevant Order Form.

Client Responsibilities, Service Delivery, Service Levels, Fees, Payment, Annual Price Review and Change Control

5. Client Responsibilities

5.1 General Obligations

The Client shall:

- a) co-operate fully with BDMCX in all matters relating to the Services;
- b) appoint a suitably authorised representative to make operational and commercial decisions;
- c) provide accurate, complete and timely information necessary for the provision of the Services;
- d) obtain and maintain all licences, permissions and consents necessary for BDMCX to perform the Services;

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e) ensure that all Client Data supplied is lawful, accurate and suitable for the intended purpose.

5.2 Access

Where access to premises, systems, software, CRM platforms, telephony platforms or third-party applications is required, the Client shall ensure such access is available before the Commencement Date.

Any delay caused by unavailable systems or information shall not constitute a failure by BDMCX to perform the Services.

5.3 Training

The Client shall provide sufficient training, product knowledge and procedural information where specialist knowledge is required.

Unless expressly stated within the Order Form, BDMCX shall not be responsible for developing or maintaining the Client's internal operating procedures.

5.4 Compliance

The Client warrants that:

- all data has been obtained lawfully;
- all marketing activity requested complies with applicable legislation;
- all necessary permissions have been obtained for electronic marketing;
- Telephone Preference Service (TPS), Corporate TPS and similar suppression requirements have been complied with where applicable.

The Client shall indemnify BDMCX against losses arising from inaccurate instructions or unlawful data supplied by the Client.

6. Service Delivery

6.1 Standard of Care

BDMCX shall exercise reasonable skill, care and diligence in providing the Services.

The Services are supplied on a best endeavours basis unless specific service levels are expressly agreed.

6.2 Personnel

BDMCX shall determine:

- staffing levels;
- shift patterns;
- management structure;
- supervision;
- quality assurance processes;
- methods of delivery.

Nothing within this Agreement shall create an employment relationship between the Client and any employee or contractor engaged by BDMCX except where expressly stated within an Employer of Record arrangement.

6.3 Operational Flexibility

BDMCX may deploy personnel from any of its approved operational locations, including the United Kingdom, South Africa or other authorised jurisdictions, provided all applicable data protection obligations are maintained.

6.4 Continuous Improvement

BDMCX may introduce improvements to working practices, technology, artificial intelligence tools, quality assurance procedures and reporting mechanisms where these do not materially reduce the agreed Services.

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6.5 Business Continuity

BDMCX shall maintain appropriate contingency arrangements to minimise disruption resulting from:

- equipment failure;
 - telecommunications interruption;
 - utility outages;
 - cyber incidents;
 - pandemic events;
 - industrial action;
 - extreme weather;
 - other unforeseen operational events.
-

7. Service Levels

Unless otherwise agreed within the Order Form, BDMCX shall use reasonable endeavours to achieve the following operational targets.

Telephony

- 80% of inbound calls answered within 20 seconds.
- Abandoned call rate below 5%.

Email

First response within one Business Day.

Live Chat

Initial response within five minutes during operating hours.

Quality Assurance

Average quality assessment score of 90% or above.

Appointment Setting

Appointment quality shall be measured against agreed qualification criteria.

BDMCX does not warrant any minimum number of appointments, sales, conversions or commercial outcomes unless expressly agreed in writing.

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Reporting

BDMCX shall normally provide:

- KPI reporting;
- productivity reports;
- call statistics;
- quality monitoring results;
- operational review meetings.

The frequency shall be specified within the Order Form.

8. Fees

The Client shall pay the Fees specified within the Order Form.

Unless otherwise stated:

- all Fees are exclusive of VAT;
 - expenses are chargeable where agreed;
 - third-party costs shall be rechargeable.
-

Additional Work

Work requested outside the agreed scope shall be charged at BDMCX's prevailing rates unless otherwise agreed.

Minimum Commitments

Where minimum staffing levels or minimum monthly commitments have been agreed, the Fees remain payable irrespective of utilisation.

Variable Charging

Where variable charging applies, charges shall be calculated in accordance with the applicable Service Schedule or Order Form.

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9. Payment

Invoices shall be payable within **14 days** of the invoice date unless otherwise agreed in writing.

Time for payment shall be of the essence.

BDMCX reserves the right to charge:

- statutory interest;
- compensation;
- debt recovery costs;

under the **Late Payment of Commercial Debts (Interest) Act 1998**.

The Client shall not withhold payment due to any disputed item unless the amount in dispute has been agreed in writing.

Undisputed sums shall remain payable.

Suspension

Where any invoice remains unpaid for more than fourteen days after its due date, BDMCX may suspend the Services until payment has been received.

Such suspension shall not constitute breach of contract.

10. Annual Price Review

BDMCX may review its Fees annually with effect from **1 January** each calendar year.

Any increase may reflect:

- Consumer Prices Index;
- National Living Wage increases;
- National Insurance contributions;
- pension costs;
- regulatory compliance;
- software licensing;
- telecommunications;
- insurance;

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- operational overheads;
- market conditions.

BDMCX shall provide not less than **30 days' written notice** of any increase.

Continued use of the Services following implementation shall constitute acceptance of the revised Fees.

11. Change Control

Either party may request changes to:

- scope;
- staffing;
- technology;
- reporting;
- operating hours;
- service levels;
- pricing.

No change shall take effect until confirmed in writing by authorised representatives of both parties.

Where a requested variation materially increases the work required, BDMCX shall be entitled to revise the Fees accordingly.

Emergency Operational Changes

BDMCX may implement temporary operational changes without prior approval where reasonably necessary to:

- maintain business continuity;
- comply with legal obligations;
- protect information security;
- safeguard employees;
- mitigate operational risk.

The Client shall be notified as soon as reasonably practicable.

DMCX Terms and Conditions of Business

Version 8.0 (Draft)

PART 3

Data Protection, International Data Transfers, Confidentiality, Intellectual Property and Information Security

12. Data Protection

12.1 Compliance

Each party shall comply with all applicable data protection legislation, including:

- UK General Data Protection Regulation (UK GDPR);
 - Data Protection Act 2018;
 - Privacy and Electronic Communications Regulations (PECR);
 - Protection of Personal Information Act 4 of 2013 (POPIA), where processing occurs in South Africa;
 - any replacement or successor legislation.
-

12.2 Roles

Unless expressly agreed otherwise within an Order Form:

- the **Client** acts as **Data Controller**;
- **BDMCX** acts as **Data Processor**.

BDMCX shall process Personal Data solely on documented instructions from the Client except where otherwise required by law. This reflects the controller/processor relationship described in the existing IDTA.

12.3 Subject Matter

Personal Data may be processed for the purpose of providing the Services including, where applicable:

- customer support;
- outbound calling;
- inbound telephony;
- appointment setting;

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- CRM administration;
 - recruitment;
 - Employer of Record services;
 - email communications;
 - live chat;
 - customer relationship management;
 - AI-assisted workflow processing.
-

12.4 Categories of Personal Data

Depending upon the Services, Personal Data may include:

- names;
- business contact details;
- postal addresses;
- email addresses;
- telephone numbers;
- job titles;
- employer details;
- customer account information;
- CRM records;
- interaction history;
- appointment details;
- recordings;
- quality assurance notes;
- correspondence.

The categories listed are based on, and expand upon, those identified in the existing IDTA.

12.5 Special Category Data

Unless expressly stated within the Order Form, the parties do not intend Special Category Personal Data to be processed.

Where such processing becomes necessary, the Client shall notify BDMCX in advance and appropriate safeguards shall be implemented before processing begins.

12.6 Client Obligations

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The Client warrants that:

- it has a lawful basis for processing;
 - it has provided all required privacy information;
 - all marketing data has been lawfully obtained;
 - any consent required has been obtained;
 - Personal Data supplied is accurate so far as reasonably practicable.
-

12.7 Processor Obligations

BDMCX shall:

- process Personal Data only in accordance with documented instructions;
 - ensure personnel are subject to confidentiality obligations;
 - implement appropriate technical and organisational measures;
 - assist the Client in complying with applicable legislation where reasonably requested;
 - notify the Client without undue delay upon becoming aware of a Personal Data Breach affecting Client Personal Data.
-

13. International Data Transfers

13.1 Overseas Processing

The Client acknowledges that BDMCX delivers certain Services using personnel located in South Africa and may therefore transfer or permit remote access to Personal Data outside the United Kingdom. This reflects the current operational model described in the existing IDTA.

13.2 Safeguards

The parties agree that this Agreement, together with Schedule B (Data Processing) and Schedule C (International Transfers), constitutes the contractual safeguard governing such transfers for standard engagements.

Where legislation requires additional transfer mechanisms for a particular engagement, the parties shall cooperate in implementing them.

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13.3 Sub-processors

BDMCX may appoint suitably qualified sub-processors to assist in providing the Services.

BDMCX shall:

- undertake appropriate due diligence;
 - ensure equivalent contractual obligations apply;
 - remain responsible for the performance of its sub-processors.
-

13.4 Audit

Upon reasonable written notice, the Client may request information reasonably necessary to demonstrate compliance with this section.

Any audit shall:

- occur during Business Hours;
 - minimise operational disruption;
 - preserve the confidentiality of other clients;
 - be conducted no more than once in any twelve-month period unless required by law or following a material security incident.
-

14. Confidentiality

Each party shall keep confidential all Confidential Information received from the other party.

Confidential Information shall be used solely for the purposes of performing this Agreement.

Neither party shall disclose Confidential Information except:

- to employees, officers and professional advisers who require access;
- to subcontractors bound by equivalent confidentiality obligations;
- where required by law, regulation or court order.

The confidentiality obligations shall survive termination of this Agreement for **five years**, except for trade secrets, which shall remain confidential for so long as they retain their confidential nature.

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15. Intellectual Property

15.1 Existing Intellectual Property

Each party shall retain ownership of all Intellectual Property Rights existing before commencement of this Agreement.

Nothing within this Agreement transfers ownership of pre-existing Intellectual Property.

15.2 Client Materials

The Client grants BDMCX a non-exclusive licence to use Client Materials solely for the purpose of providing the Services.

15.3 Deliverables

Subject to payment of all Fees:

- bespoke reports;
- agreed documentation;
- campaign output;
- customer data generated specifically for the Client;

shall belong to the Client.

15.4 BDMCX Intellectual Property

The following shall remain the exclusive property of BDMCX:

- software;
- AI models;
- automation routines;
- operating procedures;
- scripts;
- methodologies;
- templates;
- training materials;

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- quality assurance frameworks;
- know-how;
- proprietary reporting tools.

No licence is granted except as necessary for the Client to receive the Services.

15.5 Feedback

Any suggestions, recommendations or feedback provided by the Client relating to BDMCX's systems or Services may be used by BDMCX without restriction or additional payment.

16. Information Security

BDMCX shall maintain appropriate technical and organisational measures to protect Client Data, including measures consistent with those identified in the current IDTA.

These measures include, where appropriate:

- password-protected systems;
 - role-based access controls;
 - multi-factor authentication where available;
 - encrypted communications;
 - endpoint protection;
 - antivirus software;
 - secure backups;
 - staff confidentiality agreements;
 - regular security awareness training;
 - controlled user permissions;
 - secure disposal of confidential information;
 - prompt removal of user access following termination of employment.
-

Security Incidents

BDMCX shall maintain incident response procedures.

Where a security incident materially affects Client Data, BDMCX shall notify the Client without undue delay and provide reasonable assistance in investigating and mitigating the incident.

Business Systems

BDMCX may update, replace or enhance its technology infrastructure where this does not materially reduce the agreed Services or compromise agreed security standards.

End of Part 3

The next section (Part 4) will cover the operational service provisions:

- Artificial Intelligence Services
- Employer of Record Services
- Recruitment Services
- Contact Centre Services
- Consultancy Services

PART 4

Artificial Intelligence Services, Employer of Record Services, Recruitment Services, Contact Centre Services and Consultancy Services

17. Artificial Intelligence Services

17.1 Scope

Where specified in the Order Form, BDMCX may provide Artificial Intelligence ("AI") assisted services including, but not limited to:

- conversational AI;
 - intelligent virtual assistants;
 - automated customer engagement;
 - workflow automation;
 - knowledge management;
 - speech analytics;
 - call summarisation;
 - quality assurance automation;
 - sentiment analysis;
 - CRM automation;
 - predictive routing;
 - reporting and business intelligence.
-

17.2 Human Oversight

Unless expressly agreed otherwise, AI Services are intended to support, and not replace, appropriate human oversight.

BDMCX reserves the right to determine the appropriate balance between automated and human interaction in delivering the Services.

17.3 Accuracy

The Client acknowledges that:

- AI systems generate probabilistic outputs;
- automated responses may occasionally be inaccurate or incomplete;
- AI recommendations should not be regarded as professional, financial or legal advice.

BDMCX shall use reasonable endeavours to configure AI systems appropriately but does not warrant that AI-generated outputs will always be accurate or suitable for every circumstance.

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17.4 Client Responsibilities

The Client remains responsible for:

- reviewing critical business decisions;
 - verifying legally significant communications;
 - approving customer-facing content where appropriate;
 - ensuring any regulated activities remain compliant with applicable legislation.
-

17.5 AI Improvement

BDMCX may improve AI models, workflows and automation processes during the Agreement provided such improvements do not materially reduce the agreed Services.

No Client Confidential Information shall be used to train publicly available artificial intelligence models without the Client's prior written consent.

18. Employer of Record (EOR) Services

18.1 Scope

Where BDMCX provides Employer of Record Services, BDMCX shall employ personnel on behalf of the Client in the agreed jurisdiction.

The scope of EOR Services shall be detailed within the relevant Order Form.

18.2 Responsibilities

Unless otherwise agreed:

BDMCX shall be responsible for:

- employment contracts;
- payroll administration;
- statutory deductions;
- mandatory employment benefits;
- local employment compliance;
- HR administration.

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The Client shall remain responsible for:

- day-to-day operational direction;
 - work allocation;
 - performance management;
 - technical supervision;
 - health and safety within the operational workplace.
-

18.3 Employment Status

Nothing within this Agreement shall create a direct contract of employment between the Client and any employee engaged by BDMCX unless expressly agreed in writing.

18.4 Local Compliance

The Client acknowledges that employment legislation differs between jurisdictions.

BDMCX shall use reasonable endeavours to ensure compliance with local employment legislation but shall not be liable for changes in applicable law after the Commencement Date.

18.5 Immigration

Unless expressly agreed, obtaining visas, work permits or immigration permissions remains the responsibility of the Client.

19. Recruitment Services

19.1 Scope

Recruitment Services may include:

- permanent recruitment;
 - temporary recruitment;
 - executive search;
 - offshore recruitment;
 - candidate screening;
 - interviewing;
 - psychometric assessment;
 - skills testing;
 - onboarding support.
-

19.2 Candidate Information

Candidate information is provided in good faith.

The Client shall satisfy itself regarding the suitability of each candidate.

References, qualifications and employment history remain subject to verification.

19.3 Replacement

Any replacement guarantee shall apply only where expressly stated within the Order Form.

19.4 Fees

Recruitment Fees become payable upon the occurrence of the event specified within the Order Form.

Unless otherwise agreed, Fees are non-refundable.

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20. Contact Centre Services

20.1 Services

Contact Centre Services may include:

- inbound telephone support;
 - outbound calling;
 - customer service;
 - sales;
 - appointment setting;
 - debt recovery;
 - membership administration;
 - complaint handling;
 - email support;
 - webchat;
 - social media engagement;
 - back-office processing.
-

20.2 Staffing

BDMCX shall determine:

- staffing levels;
- shift patterns;
- supervision;
- quality monitoring;
- operational procedures.

Temporary fluctuations resulting from annual leave, sickness, training or authorised absence shall not constitute breach provided reasonable endeavours are made to maintain agreed service levels. This develops the staffing provisions already contained in the current Terms.

20.3 Campaigns

Where Services relate to marketing campaigns:

- scripts shall be approved by the Client unless otherwise agreed;
 - BDMCX may recommend amendments to improve compliance or effectiveness;
 - the Client remains responsible for the legality and accuracy of campaign content.
-

20.4 Telephone Recording

Telephone calls may be monitored and recorded for:

- quality assurance;
 - training;
 - regulatory compliance;
 - dispute resolution;
 - security.
-

20.5 Performance

Unless expressly agreed within the Order Form:

BDMCX does not guarantee:

- appointment numbers;
- conversion rates;
- sales values;
- revenue;
- lead quality;
- campaign success.

Performance shall be measured against agreed operational KPIs rather than commercial outcomes.

20.6 Variable Charging

Where variable charging arrangements apply, charging shall be calculated in accordance with the Order Form or relevant Service Schedule. This updates the minute-band charging concept contained in the current Terms.

21. Consultancy Services

21.1 Scope

Consultancy Services may include:

- operational reviews;
 - customer experience consultancy;
 - outsourcing consultancy;
 - business transformation;
 - AI strategy;
 - recruitment strategy;
 - sales consultancy;
 - training;
 - management support;
 - project management.
-

21.2 Recommendations

Recommendations provided by BDMCX represent professional opinion based upon information available at the time.

The Client remains responsible for all commercial decisions arising from those recommendations.

21.3 Deliverables

Consultancy deliverables may include:

- reports;
- presentations;
- proposals;
- business cases;
- implementation plans;
- process documentation;
- training materials.

Ownership of such deliverables shall be determined in accordance with Clause 15 (Intellectual Property).

21.4 Acceptance

Unless otherwise stated, consultancy deliverables shall be deemed accepted if no material defects are notified within ten (10) Business Days of delivery.

PART 5

Warranties, Limitation of Liability, TUPE, Business Continuity, Disaster Recovery, Modern Slavery and Anti-Bribery

22. Warranties

22.1 Mutual Warranties

Each party warrants that:

- a. it has full authority to enter into this Agreement;
- b. this Agreement constitutes legally binding obligations upon it;
- c. execution and performance of this Agreement will not breach any other agreement by which it is bound;
- d. it shall comply with all applicable laws and regulations.

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22.2 BDMCX Warranties

BDMCX warrants that:

- the Services shall be performed using reasonable skill and care;
- suitably trained personnel shall be engaged;
- reasonable endeavours shall be used to achieve agreed operational service levels;
- appropriate insurance shall be maintained during the term of this Agreement.

Except as expressly stated within this Agreement, no warranty is given regarding:

- commercial success;
 - increased sales;
 - appointment numbers;
 - customer retention;
 - profitability;
 - business growth.
-

22.3 Client Warranties

The Client warrants that:

- all information supplied to BDMCX is accurate to the best of its knowledge;
 - it has the legal right to provide all Client Data;
 - all marketing activity complies with applicable legislation;
 - any intellectual property supplied may lawfully be used by BDMCX;
 - instructions provided to BDMCX do not infringe the rights of any third party.
-

22.4 Excluded Warranties

To the fullest extent permitted by law, all implied warranties, representations and conditions are excluded.

Nothing within this clause affects statutory rights that cannot lawfully be excluded.

23. Limitation of Liability

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23.1 Unlimited Liability

Nothing in this Agreement limits or excludes liability for:

- death or personal injury caused by negligence;
 - fraud or fraudulent misrepresentation;
 - deliberate misconduct;
 - breach of confidentiality arising from wilful misconduct;
 - any liability which cannot lawfully be excluded.
-

23.2 Indirect Losses

Neither party shall be liable for:

- loss of profit;
 - loss of revenue;
 - loss of anticipated savings;
 - loss of goodwill;
 - loss of opportunity;
 - loss of contracts;
 - loss of reputation;
 - indirect or consequential loss.
-

23.3 Financial Cap

Subject to Clause 23.1, BDMCX's total aggregate liability arising in any Contract Year shall not exceed the greater of:

- 100% of the Fees paid or payable during the previous three months; or **£100,000**.
-

23.4 Client Liability

The Client shall indemnify BDMCX against losses arising from:

- unlawful instructions;
- unlawful data;
- breach of applicable legislation;
- infringement of third-party intellectual property;
- breach of this Agreement.

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23.5 Mitigation

Each party shall take reasonable steps to mitigate any losses arising from a breach of this Agreement.

24. TUPE

24.1 General

The parties acknowledge that the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") may apply to some Services.

24.2 Client Responsibility

The Client shall notify BDMCX as soon as reasonably practicable if it believes TUPE may apply.

Where requested, the Client shall provide all Employee Liability Information required by law.

24.3 Indemnities

Each party shall indemnify the other against liabilities arising from its own failure to comply with TUPE.

24.4 Cooperation

The parties shall cooperate in good faith to comply with their statutory obligations where TUPE applies.

Nothing within this Agreement shall require BDMCX to accept responsibility for employees unless expressly required by law.

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25. Business Continuity

BDMCX shall maintain a Business Continuity Plan designed to minimise disruption to the Services.

The Plan may include:

- alternative operational locations;
- remote working capability;
- cloud-based systems;
- telecommunications resilience;
- secure backups;
- management escalation procedures;
- workforce contingency arrangements.

The Client acknowledges that temporary disruption may occur despite reasonable contingency arrangements.

26. Disaster Recovery

BDMCX shall maintain appropriate disaster recovery arrangements proportionate to the Services.

Recovery objectives shall depend upon:

- the nature of the Services;
- technical infrastructure;
- third-party suppliers;
- telecommunications availability.

Unless otherwise agreed, disaster recovery objectives do not constitute guaranteed service levels.

27. Modern Slavery

Each party shall comply with the Modern Slavery Act 2015.

Neither party shall knowingly engage in:

- forced labour;
- compulsory labour;
- child labour;
- human trafficking.

Upon reasonable request, each party shall provide evidence of its compliance procedures.

A material breach of this clause shall entitle the innocent party to terminate this Agreement immediately.

28. Anti-Bribery and Corruption

Each party shall comply with:

- the Bribery Act 2010;
- applicable anti-corruption legislation in relevant jurisdictions.

Neither party shall:

- offer;
- promise;
- authorise;
- request;
- receive;

any improper financial or other advantage in connection with this Agreement.

Gifts and Hospitality

Reasonable business hospitality may be provided where lawful and proportionate.

Neither party shall provide gifts or hospitality capable of improperly influencing commercial decisions.

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Compliance

Each party shall maintain appropriate policies and training to support compliance with anti-bribery legislation.

Material breach of this clause shall constitute a material breach of the Agreement.

29. Suspension

29.1 Right to Suspend

BDMCX may suspend all or part of the Services immediately where:

- any invoice remains unpaid for more than fourteen (14) days after its due date;
- the Client commits a material breach of this Agreement;
- continued provision of the Services would expose BDMCX to legal, regulatory or reputational risk;
- continued provision would compromise information security or data protection obligations;
- suspension is required to comply with law or a regulatory requirement.

Suspension shall not relieve the Client of its obligation to pay Fees accrued prior to, or during, the period of suspension where resources remain committed.

30. Termination

30.1 Termination for Convenience

Either party may terminate the Agreement by giving the notice period specified in the relevant Order Form following expiry of any minimum contractual term.

30.2 Immediate Termination

Either party may terminate immediately by written notice where the other party:

- commits a material breach incapable of remedy;
 - commits a material breach capable of remedy but fails to remedy it within thirty (30) days of written notice;
 - becomes insolvent;
 - enters administration, liquidation or receivership;
 - ceases or threatens to cease trading.
-

30.3 Termination for Non-Payment

BDMCX may terminate the Agreement where payment remains outstanding for more than thirty (30) days following written notice.

30.4 Effect of Termination

Termination shall not affect:

- accrued rights;
- accrued liabilities;
- any provision intended to survive termination.

The following clauses shall survive termination:

- Confidentiality;
 - Intellectual Property;
 - Payment obligations;
 - Liability;
 - Data Protection;
 - Governing Law;
 - Dispute Resolution.
-

31. Exit Assistance

Where reasonably requested and subject to payment of BDMCX's prevailing professional fees, BDMCX shall provide reasonable assistance to facilitate an orderly transition of the Services to the Client or a replacement provider.

Exit assistance may include:

- data export;
- operational handover;
- transfer of agreed documentation;
- knowledge transfer meetings;
- transition planning.

Unless otherwise agreed, exit assistance shall not exceed sixty (60) days following termination.

32. Non-Solicitation

During the Agreement and for twelve (12) months following its termination, neither party shall knowingly solicit or employ any employee of the other party who has been materially involved in the provision or receipt of the Services.

This restriction shall not apply to:

- general recruitment advertising;
- unsolicited applications;
- individuals who have ceased employment for more than six (6) months.

Where this clause is breached, the breaching party shall pay the non-breaching party liquidated damages equal to **35% of the employee's annual gross remuneration**, representing a genuine pre-estimate of recruitment and training costs.

33. Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations where such failure results from circumstances beyond its reasonable control, including but not limited to:

- acts of God;
- flood;
- fire;
- epidemic or pandemic;
- terrorism;
- war;
- civil unrest;
- industrial action not limited to the affected party;
- interruption of utilities;
- telecommunications failure;
- cyber attack;
- governmental action.

The affected party shall:

- notify the other party promptly;
- use reasonable endeavours to minimise disruption;
- resume performance as soon as reasonably practicable.

Where a Force Majeure Event continues for more than ninety (90) consecutive days, either party may terminate the affected Services without liability.

34. Notices

Any notice under this Agreement shall be in writing and sent by:

- hand delivery;
- first class post;
- recognised courier;
- email to the address specified within the Order Form.

Notices shall be deemed served:

- immediately upon delivery by hand;
- two Business Days after posting within the United Kingdom;
- upon successful transmission of an email, provided no automated delivery failure is received.

35. General Provisions

Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all previous negotiations, representations and agreements relating to its subject matter.

Variation

No variation shall be effective unless made in writing and signed by authorised representatives of both parties, except for amendments expressly permitted under these Terms (including annual price reviews).

Assignment

Neither party may assign or transfer this Agreement without the prior written consent of the other, such consent not to be unreasonably withheld.

BDMCX may assign this Agreement to any member of its group or as part of a corporate reorganisation.

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Waiver

Failure to enforce any provision shall not constitute a waiver of any right.

Severability

If any provision is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Relationship of the Parties

Nothing within this Agreement creates:

- a partnership;
- joint venture;
- agency relationship;
- employment relationship,

except where expressly stated within an Employer of Record Service.

Third Party Rights

A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of this Agreement.

36. Governing Law and Jurisdiction

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it shall be governed exclusively by the laws of **England and Wales**.

The courts of England and Wales shall have exclusive jurisdiction.

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Schedule A – Standard Service Levels

(To be tailored by the Order Form where appropriate)

- Telephone Answering: 80% within 20 seconds
 - Email Response: 1 Business Day
 - Live Chat Response: 5 minutes
 - Quality Assurance Score: 90%
 - Weekly KPI Reporting
 - Monthly Operational Review
-

Schedule B – Data Processing Schedule

This Schedule forms the Data Processing Agreement required under Article 28 UK GDPR.

The Client acts as Controller.

BDMCX acts as Processor.

Processing shall be limited to the Services described within the Order Form.

Schedule C – International Transfers

The Client acknowledges that authorised BDMCX personnel located outside the United Kingdom, including South Africa, may access Personal Data solely for the purposes of delivering the Services.

The safeguards contained within this Agreement shall constitute the contractual safeguards governing such transfers, subject to any mandatory legal requirements applicable at the time of transfer.

Schedule D – Technical and Organisational Measures

BDMCX shall maintain appropriate technical and organisational measures including:

- Role-based access controls
 - Multi-factor authentication where available
 - Endpoint protection
 - Anti-malware software
 - Secure cloud infrastructure
 - Encryption in transit where appropriate
 - Staff confidentiality agreements
 - Security awareness training
 - Secure disposal procedures
 - Access revocation on termination of employment
 - Incident response procedures
 - Business continuity planning
 - Disaster recovery arrangements
-

Execution

These Terms and Conditions of Business are incorporated into every Order Form issued by BDMCX.

Execution of the Order Form by the Client constitutes acceptance of these Terms and all applicable Schedules. No separate signature of these Terms is required.