

Subscription Service Terms & Conditions

Clemark

 **Assent**

 **Lorators**

 **Resilify.io**

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 relate to paid services including:

- Health & Safety Competent Person Subscription.
- Outsourced Data Protection Officer Subscription.
- Risk Assist Premium Help Desk.
- Compliance Help Desk.

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 the Competent Person Service

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

Our Health & Safety Competent Person Advisor Service provides timely access to competent health & safety advice.

A named health & safety advisor will be assigned to your organisation and a profile of their qualifications and experience will be provided.

The named health and safety advisor may change without notice during your Subscription.

A1.2 Definition of the Outsourced Data Protection Officer

Article 37, of the EU GDPR states that a Data Protection Officer must be assigned, Section 6 of Article 37, states that the data protection officer may ‘fulfil the tasks on the basis of a service contract’.

The Outsourced Data Protection Officer will be involved, properly and in a timely manner, in all issues which relate to the protection of personal data.

A named Data Protection Officer will be assigned to your organisation and a profile of their qualifications and experience will be provided.

The named Data Protection Officer may change without notice during your Subscription.

A1.3 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.

A1.4 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.

A1.5 Scope of Services

The scope and extent of your organisation's Subscription Services requirements will be defined and documented during the on-boarding process, see 1.6 below.

This includes:

- Number of Locations.
- Number of Staff at each location.
- Type and extent of activity and work processes covered under this agreement.
- Extent of your insurance cover.
- Accident and Claims history over the last 5 year, to be disclosed by the client.

The Scope of the Service can be extended at any time by written notice and may affect the monthly fee.

A Certificate of Service detailing the Scope and validity of your subscription will be issued to the client, see 1.7 below.

A1.6 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.

A1.7 Certificate of Service

An interim certificate of service will be issued upon registration. This certificate will be valid for 7 days from the date of registration.

A full certificate of service 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 in order to use the Subscription service. We will not advise on incidents that take place outside the certificate 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 before being addressed by Our expert staff.

If no valid certificate 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 TIME

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

The responses provided in relation to a ticket should not be taken as legal advice, and we recommend the Client engages a suitable legal counsel separately for any issues that could result in a legal action. This includes but is not limited to: accidents, data breaches,

employment disputes, contractual disputes, property disputes and enforcement actions from a government or local authority.

The responses provided by Our team are based on the information as recorded within the ticket. Occasionally assumptions may be made and in these cases, we will try to clarify the situation with the client.

We will always direct you to official advice where possible.

The Client understands that through the online ticket tool, We are unable to get a full picture of a situation and therefore the scope of Our response is limited.

We cannot be held responsible for any loss or damage suffered by the client through using our Subscription services or acting upon responses provided by Our team.

A4. Usage and Limits

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.

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.