

MULTI-VIEWING LICENCE ARRANGEMENT

Recitals:

- A. ICAEW offers webinars, courses and other training events and offers multi-viewing licence packages to clients..
- B. The Client wishes their employees to attend webinars, courses and other training events offered by ICAEW and to benefit from the multi-viewing licence arrangements offered by ICAEW.
- C. The parties wish to enter into the arrangement detailed in recitals A and B on the terms set out in this agreement.

Agreed Terms:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this agreement the following words and phrases shall have the following meanings:

Booking means the booking for a list of named Delegates of an Eligible Course and 'Book' shall be interpreted accordingly.

'Booker' means the person making the Booking on behalf of the Client and/or Delegates.

Course means a webinar, training course or other training event provided by ICAEW live or as a recording.

Course Fees means the amount payable by the Client to ICAEW for accessing the Eligible Courses under the multi-viewing licence arrangement..

Course Materials means the text, hand-outs, notes, slides, recordings of the Course or other materials provided to Delegates for the Course;

Controller, Processor, Personal Data and **Supervisory Authority** shall have the respective meanings given to them in applicable Data Protection Legislation from time to time (and related expressions, including process, processing, processed, and processes shall be construed accordingly).

Data Protection Legislation means all applicable data protection and privacy legislation, regulations and guidance including the Privacy and Electronic Communications (EC Directive) Regulations and any guidance or codes of practice issued by the European Data Protection Board or the Information Commissioner from time to time, together with Regulation (EU) 2016/679 as it applies in the UK ("UK GDPR") and the Data Protection Act 2018 (in each case, all as amended, updated or re-enacted from time to time).

Delegates means employees working for or persons affiliated with the Client, who are authorised by the Client to access or participate in an Eligible Course under the multi-viewing licence arrangement.

Eligible Course means a course eligible for the multi-viewing licence as set out in Appendix 1.

Licence Code is a unique identifier given to the Client after securing a multi-viewing licence package, enabling the Client to access the Eligible Courses.

Multi-viewing licence Package refers to a package purchased by the Client, granting a maximum of 10 delegates, under the direct supervision of the Client, access to the Eligible Courses, as detailed in Appendix 1.

2. MULT-LICENCE ARRANGEMENT

- 2.1 ICAEW agrees to provide the requested Eligible Courses to the Client under a Multi-viewing licence Arrangement, as set out in the Booking in consideration and receipt thereof the payment by the Client to ICAEW of the Course Fees in accordance with clause 3.

Delegated List Submission

- 2.2 The Client shall provide ICAEW with a complete and accurate list of all Delegates who are authorized to access the Eligible Courses under the multi-licence package. This list should be sent no later than [specified number of days, e.g., "ten (10)"] days prior to the commencement of the respective Course.
- 2.3 Any changes to the initial list of Delegates, including additions or removals, must be communicated to ICAEW no later than [specified number of days, e.g., "five (5)"] days before the Course's start date.

If the Booker wishes to attend the Course, they must be included as a Delegate on the Booking Form and will be counted towards the maximum number of 10 delegates permitted under the Multi-Viewing Licensing Package. Supervision and Attendance Confirmation

- 2.4 The Client is obligated to supervise and monitor the attendance of their Delegates throughout the duration of the Course.
- 2.5 Upon the conclusion of the Course, the Client shall provide ICAEW with a confirmed list of Delegates who have successfully completed the Course in its entirety.
- 2.6 The confirmation of attendance should be backed by adequate proof, such as attendance logs, sign-in sheets, or any other reliable method of tracking deemed acceptable by ICAEW.

Certification

- 2.7 Upon receipt and verification of the confirmed attendance list from the Client, ICAEW will issue relevant certifications to the Delegates.
- 2.8 The Client understands and acknowledges that certification will only be issued to Delegates whose attendance has been confirmed and verified. Any discrepancies in the attendance list may result in a delay or non-issuance of the certification.

Client's Responsibility

- 2.9 Notwithstanding the above, the Client shall remain solely responsible for ensuring the accuracy and authenticity of the Delegate attendance list.
- 2.10 Any misrepresentation, intentional or otherwise, on the attendance list may result in the forfeiture of certifications for the respective Delegates and may incur further penalties as stipulated in this agreement or as deemed appropriate by ICAEW.
- 2.11 The Client agrees to indemnify and hold ICAEW harmless from any claims, damages, or legal actions arising from inaccuracies in the Delegate attendance list or non-compliance with the above clauses.
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3. COMMUNICATION

- 3.1 If the Client has any problems or queries with Booking, the Client may contact ICAEW using the following contact details:
- a. by email: events.information@icaew.com; or
 - b. by phone: +44 (0)1908 248 159 (lines open Monday-Friday 09:00-17:00, Wednesday from 09:30).
- 3.2 ICAEW shall use reasonable endeavors to assist with the Client's with any problems or queries relating to Booking an Eligible Course within a reasonable time frame.

4. TRANSFER AND CANCELLATIONS

- 4.1 In relation to Eligible Courses which are Booked:
- a. Bookings may only be changed to a different date only once. Any further transfers will incur a 20% discretionary administration fee; and
 - b. if ICAEW have to cancel the Eligible Course, ICAEW's liability in the event of cancellation is limited to a full refund of the Course Fee paid by the Client only. ICAEW will not refund any travel or hotel costs associated with the cancellation of an Eligible Course. Any cancellations or date transfer requests must be made in writing and sent to events.information@icaew.com.
 - c. If the Client cancels a Booking :
 - i. 14 days or more before the Eligible Course, no charge shall be made by ICAEW and ICAEW will refund the Course Fees paid, to the Client.
 - ii. less than 14 days before the Eligible Course, ICAEW will be entitled to retain any Course Fees paid in relation to that Booking and ICAEW will not be obliged to transfer the Booking to a later date;
 - d. ICAEW has the right to cancel the date on which an Eligible Course will be held should it become unviable to run the Eligible Course on that date. ICAEW will take reasonable steps to provide the cancelled Course on a different date.

5. TERM AND TERMINATION

- 5.1 This agreement is effective from the date it is signed by both parties until the earlier of (a) completion of the Eligible Courses, as set out in the Booking; or (b) cancellation of the Eligible Courses; or (c) termination of this agreement.
- 5.2 Either party may immediately terminate this agreement by giving written notice to the other party if that other party:
- a. fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 10 Business Days after being notified in writing to make payment;
 - b. remains in breach of a material obligation under this agreement (other than failure to pay any amounts due under this agreement) for more than 10 Business Days after the injured party has notified the party in breach in writing of the breach and requiring its remedy; or
 - c. enters into liquidation or any composition with its creditors, or has a resolution passed to wind up (except for amalgamation or construction) or has a receiver, administrator or administrative receiver appointed over all or any part of its assets;
 - d. or ceases permanently to trade or threatens to do so.
- 5.3 ICAEW may immediately terminate this agreement by providing the Client written notice by email if:
- a. the Client does anything which in the reasonable opinion of ICAEW could or does damage the reputation of ICAEW or otherwise brings ICAEW into disrepute; or
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- b. running the Eligible Courses or a sufficient number of them, in the opinion of ICAEW, is no longer practicable or financially viable for whatever reason.

6. EFFECT OF TERMINATION

- 6.1 After signature of this agreement and receipt by ICAEW of cleared funds from the Client of the Course Fees, no refund of the Course Fees shall be made to the Client unless the Client terminates this agreement in accordance with clause 6.2.
- 6.2 Any provision of this agreement which, either by its terms or to give effect to its meaning, must survive, and such other provisions which expressly or by their nature are intended to survive termination, shall survive the expiry or termination of this Agreement.

7. FORCE MAJEURE

ICAEW shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war or fire, epidemics or pandemics, compliance with any law or governmental order, rule, regulation, or direction; or death, illness or disability of any key presenter or trainer.

8. DATA PROTECTION

- 8.1 Each party agrees that in performing their obligations under the agreement, they shall comply with the provisions of all applicable Data Protection Legislation to the extent it applies to them.
- 8.2 The Parties shall be separate data Controllers of any Personal Data obtained from each party for the purpose of the agreement.
- 8.3 Each Party shall process the Personal Data only in accordance with the Data Protection Legislation, and shall not process the Personal Data for any purposes other than those as may be expressly authorised from time to time.
- 8.4 Each Party will ensure that the Personal Data is only released to authorised individuals who are trained in data protection and have committed themselves to confidentiality;
- 8.5 Each Party shall ensure that they shall have in place appropriate technical and organisational measures to protect the Personal Data provided against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.
- 8.6 Each Party shall implement appropriate records keeping practices, making such records available to the parties or a Supervisory Authority on request.
- 8.7 The Personal Data shall not be transferred in any form or by any means to a country outside the European Economic Area.
- 8.8 The Client shall ensure the Delegates are made aware that ICAEW will be holding and processing Personal Data relating to them for the purposes set out in the Booking form and will bring to the attention of the Delegates the ICAEW Event Terms and Conditions (<https://www.icaew.com/icaew-policies/event-terms-and-conditions>) and ICAEW Privacy Notice (<https://www.icaew.com/icaew-policies/privacy-notice>).

9. INTELLECTUAL PROPERTY

- 9.1 Course Materials made available on the platform on which the Eligible Course is provided are provided for the sole use of the Delegates and may not be reproduced whether in whole or part, shared or distributed by any method whatsoever without prior permission of the copyright owner.
 - 9.2 All Intellectual Property Rights in the Course Materials are owned by ICAEW or ICAEW's licensors and all Intellectual Property Rights in or arising out of or in connection with the delivery of the Eligible Course shall be owned by ICAEW.
 - 9.3 In consideration of receipt by ICAEW of the Course Fees, ICAEW grants a non-exclusive, non-transferable licence for the Delegates to use the Course Materials for the sole purpose of
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participating in the Eligible Course and for their individual personal use thereafter.

- 9.4 The Client shall not and shall procure that the Delegates shall not reproduce in whole or part, share or distribute by any method whatsoever the Course Materials.
- 9.5 External trainers alone are responsible for the content of their respective sessions. It is the policy of ICAEW to give the fullest freedom to trainers to express their opinions. The opinions expressed by the trainers do not necessarily represent the views of ICAEW. ICAEW trainers will make every effort to ensure the validity and accuracy of the information they provide.

10. CONFIDENTIALITY

- 10.1 Both parties shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed by one party to the other party, or to that party's employees, agents, consultants or subcontractors and any other confidential information concerning that party's business or products which the other party may obtain during the development and/or delivery of the Eligible Course and use of the Course Materials (the "Confidential Information").
- 10.2 Each party shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such Confidential Information comply with this clause.
- 10.3 The Client shall not make use of or divulge to any third party any Confidential Information it may gain as a result of any visit to ICAEW's premises.
- 10.4 The Client shall not use any such Confidential Information for any purpose other than to perform its obligations under the agreement.
- 10.5 The receiving party acknowledges that the requirements in this clause shall not apply to any part of the Confidential Information which:
- a. is or becomes public knowledge through no fault of the receiving party;
 - b. is acquired by the receiving party from a third party with legal title to it;
 - c. the receiving party can prove was lawfully in its possession at the date it was disclosed by the disclosing party; or
 - d. is independently developed by the receiving party.
- 10.6 Either party may disclose any such Confidential Information:
- a. to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information in connection with the performance of the agreement; or
 - b. to the extent required by law, by any governmental or other regulatory authority, by a court or other authority of competent jurisdiction, or as is required to be disclosed by an accreditation or certification body only for the purposes of that party's own internal audit.

11. WARRANTIES AND DISCLAIMER

- 11.1 ICAEW does not make any representation, guarantee or commitment to the Client or any Delegates that the Course Materials shall be error free.
- 11.2 All representations, warranties and/or terms not expressly set out in this agreement (whether implied by law, conduct or otherwise) shall be excluded to the maximum extent permitted by law.

12. LIABILITY

- 12.1 Nothing in this agreement shall exclude or limit either party's liability for death or personal injury caused by its negligence, fraud or any other liability that cannot be excluded under applicable law.
- 12.2 Except in respect of death or personal injury caused by ICAEW's negligence or as expressly provided in this agreement, the Client acknowledges that ICAEW shall not be liable to the Client or any Delegate by reason of any representation (unless fraudulent), or any implied
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warranty, condition or other term, or any duty at common law, or under the express terms of the agreement, for any loss of profit or any direct, indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of ICAEW, its servants or agents or otherwise) which arise out of or in connection with the Eligible Courses or the agreement.

- 12.3 Except as expressly provided for in this agreement and subject always to clauses 13.1 and 13.2 above, the total liability of ICAEW under or in connection with the agreement whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the Course Fees.

13. NO PARTNERSHIP OR AGENCY

Nothing in the agreement 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 for the other party for any purpose. No party shall have authority to act as agent for, and to bind, the other party in any way.

14. ASSIGNMENT

The Client shall not be entitled to assign its rights or obligations under the agreement with ICAEW without the prior written consent of ICAEW.

15. VARIATION

Any variation to this agreement shall have no effect unless expressly agreed in writing and signed by a duly authorised representative of ICAEW.

16. NOTICES

- 16.1 Where a notice is required to be given to any party hereto it may be served by leaving it at the registered office or last known address of that party. Otherwise, it may be delivered personally, or be sent by first class post, recorded delivery or by courier to the other party and for the attention of that party's contact in accordance with clause 17.2.

- 16.2 Any notice shall be deemed to have been duly received if delivered personally when left at the address or, if sent by pre-paid first class post or recorded delivery on the second business day after posting, or if delivered by courier on the date and at the time that the courier's delivery receipt is signed.

17. GOVERNING LAW AND JURISDICTION

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), unless otherwise stated, shall be governed by and construed in accordance with the laws of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

APPENDIX 1 – COMMERCIAL DETAILS

Eligible Courses: www.icaew.com/essentialscpd
