

TERMS AND CONDITIONS OF TRADING

(Updated 1st October 2026)

These Terms and Conditions of Trading (“**TERMS**”) set out the basis on which **Mi Compliance Ltd**, including when trading as **College**, supplies training courses and other services.

These Terms apply to all Customers, whether they are a business, other organisation or private individual.

Please read these Terms carefully before accepting a quotation, placing an order, making a booking or using any of our Services.

By accepting a quotation, placing an order, making a booking or using a Service after being given a reasonable opportunity to read these Terms, the Customer agrees to be bound by them.

Nothing in these Terms affects any rights or remedies which cannot lawfully be excluded or restricted.

The current version of these Terms is available at <https://micompliance.co.uk/terms>.

BETWEEN:

(1) **Mi Compliance Ltd**, a company registered in England and Wales under company number **14651499**, whose registered office is at Blackburn House, Third Floor, East Suite, 22-26 Eastern Road, Romford RM1 3PJ, including where it trades as **College** ("**COMPANY**"); and

(2) the **person** or **organisation** purchasing, ordering or booking a Service from the Company ("**CUSTOMER**").

The Company and the Customer are together the "**PARTIES**" and each individually a "**PARTY**".

1. Definitions and Interpretation

1.1. In these Terms, unless the context requires otherwise, the following words and expressions have the meanings set out below;

"APPLICABLE LAW"	means any law, statute, regulation or legally binding regulatory requirement applying to the provision or receipt of the Services from time to time;
"BUSINESS DAY"	means any day other than a Saturday, Sunday or bank holiday in England;
"CANDIDATE"	means an individual booked or nominated by the Customer to attend, participate in or receive a Service, including where the Customer and Candidate are the same person;
"COMPANY EQUIPMENT"	means any equipment, device, hardware, accessory, cable, tool or other physical item owned by the Company or its relevant supplier and made available to the Customer in connection with a Service, but excludes any item expressly agreed in writing to be sold to the Customer;
"COMPANY MATERIAL"	means any Material created by or on behalf of the Company for use in connection with the Services, but does not include Material owned by a third party;
"CONFIDENTIAL INFORMATION"	means all information disclosed by or on behalf of a Party, in any form, which is identified as confidential or which a reasonable person would understand to be confidential from its nature or the circumstances of its disclosure, including information relating to that Party's business, finances, operations, customers, suppliers, personnel, systems, security, pricing, trade secrets and know-how;
"CONSUMER"	means a Customer who is an individual acting for purposes wholly or mainly outside that individual's trade, business, craft or profession;
"CONTRACT"	means the agreement between the Company and the Customer relating to the relevant Service, comprising the documents and communications listed in clause 14.2;"



“CUSTOMER EQUIPMENT”	means any vehicle, equipment, device, hardware, accessory, tool or other physical item provided by the Customer and used or made available in connection with a Service;
“CUSTOMER PREMISES”	means any premises, site, location or area owned, occupied, controlled or made available by the Customer at which a Service is provided;
“DRIVER CPC”	means the Driver Certificate of Professional Competence for professional lorry, bus and coach drivers, including any related initial qualification or periodic training required under Applicable Law;
“INTELLECTUAL PROPRIETARY RIGHTS”	means patents, rights in inventions, copyright and related rights, moral rights, trademarks, business names, domain names, design rights, database rights, rights in software and confidential information, trade secrets and know-how, together with any equivalent or similar propriety rights, whether registered or unregistered, including applications, renewals or extensions of those rights, anywhere in the world;
“MATERIAL”	means any document, information, data, software, firmware, content, methodology, process, procedure, report, specification, manual, guide, presentation, recording or other work or output, in any form;
“SERVICE”	means any training course, audit, consultancy, software access, subscription, analysis, tracking, remote downloading, connectivity or other work or facility supplied, arranged or made available by or on behalf of the Company, together with any Company Equipment made available solely to enable or support it;
“VAT”	means value added tax chargeable under Applicable Law, including any tax which replaces it.

- 1.2. Unless the context otherwise requires, reference in these Terms to:
- 1.2.1. “writing” or “written” includes a letter, email, text message, communication through an instant messaging service, electronic document or any other electronic communication capable of being stored and reproduced, unless these Terms expressly require a particular method of communication;
 - 1.2.2. a statute or statutory provision includes that statute or provision as amended, extended, re-enacted or replaced from time to time, together with any subordinate legislation made under it;
 - 1.2.3. references to a clause are references to a clause of these Terms; and
 - 1.2.4. the words “include”, “includes”, “including”, “in particular”, or any similar expression are illustrative and do not limit the meaning of the words preceding them.



1.3. In these Terms:

- 1.3.1. a reference to a Party includes its personal representatives, successors and permitted assigns;
- 1.3.2. a reference to a person includes an individual, company, body corporate, unincorporated body, partnership or any other legal entity;
- 1.3.3. words in the singular include the plural and words in the plural include the singular; and
- 1.3.4. words referring to one gender include all genders.

1.4. The headings in these Terms are for convenience only and do not affect their interpretation.

2. Commencement and Continuation

2.1. These Terms apply to each Service supplied by the Company to the Customer. The Contract begins when the Customer first:

- 2.1.1. accepts a quotation or order confirmation;
- 2.1.2. books, purchases, accesses or uses a Service;
- 2.1.3. asks the Company to begin providing a Service; or
- 2.1.4. otherwise confirms acceptance in writing.

2.2. Any person who places an order, accepts a quotation or requests a Service on behalf of the Customer confirms that they have authority to bind the Customer.

2.3. An ongoing Service shall continue until it is terminated in accordance with these Terms or any applicable service-specific agreement.

3. Quotation(s) and Order(s)

- 3.1. Unless expressly stated otherwise, all prices, fees and charges quoted by the Company exclude VAT. VAT shall be added at the applicable rate where required by law.
- 3.2. Unless otherwise stated in the quotation, a quotation is valid for 30 calendar days from its date. The Company may withdraw or amend a quotation at any time before it is accepted by the Customer.
- 3.3. A quotation becomes an accepted order when the Customer confirms acceptance in writing or instructs the Company to begin providing the relevant Service. The accepted quotation, together with any agreed written changes, will determine the scope of the order and the applicable charges.



- 3.4. Any request by the Customer to change an accepted order must be made in writing. A requested change shall not take effect unless accepted in writing by the Company. The Company may make a reasonable adjustment to the charges, delivery arrangements or timescales as a result of an agreed change.
- 3.5. A quotation or order is based on the information provided by the Customer. If that information is materially inaccurate or incomplete, or the required scope of the Service changes, the Company may propose a reasonable amendment to the Service, charges or timescales. Any amendment must be agreed in writing before the additional or amended work is undertaken.
- 3.6. Where, at the request of the Customer or a Candidate nominated by the Customer, the Company carries out work, provides access or makes arrangements in anticipation of the Customer proceeding with a Service, the Customer shall be responsible for the resulting charges and costs.
- 3.6.1. This includes assistance with forms or applications, Candidate registrations, arranging theory training or tests, providing learning access or materials, making external bookings and completing regulatory or administrative processes.
- 3.6.2. If the Customer or Candidate subsequently cancels, fails to attend, does not complete the booking or proceeds with another provider, the Customer shall remain responsible for:
- 3.6.2.1. all third-party fees and costs reasonably incurred or committed by the Company;
- 3.6.2.2. the charges for any Service, access or materials already provided; and
- 3.6.2.3. the applicable administration fee under clause 9.4 for the time and resources used by the Company.
- 3.6.3. This clause applies whether or not the booking for the main Service has been formally completed.

4. Fees and Payment

- 4.1. The Company may issue invoices to the Customer in accordance with the applicable billing arrangement. The billing arrangement will be stated in the quotation, order confirmation or service-specific agreement, or otherwise notified to the Customer before the relevant Service begins. Invoices may be issued:
- 4.1.1. at the times or stages stated in an accepted quotation, order confirmation or service-specific agreement;
- 4.1.2. before a Service begins where advance payment, a deposit or payment of a third-party fee is required;
- 4.1.3. upon delivery or completion of a Service, or at agreed stages during its delivery; and
- 4.1.4. monthly or on another recurring basis, either in advance or in arrears, according to the billing arrangement for the relevant Service.
- 4.2. All invoices shall be payable in pounds sterling, in full and in cleared funds by the due date stated on the invoice. Where no separate due date is stated, payment shall be due on receipt. The Customer shall not make any deduction or set-off unless required by law or agreed in writing by the Company.



- 4.3. The Company may require the Customer to provide and maintain a valid payment card or another payment method approved by the Company for recurring Services.
- 4.3.1. Where the Customer provides a payment method for recurring Services, the Customer authorises the Company or its payment provider to collect the agreed recurring fees and any invoiced usage-based charges when they become due.
- 4.3.2. The Customer must ensure that its payment details remain valid and up to date and that sufficient funds are available.
- 4.3.3. A failed, cancelled, declined or reversed payment shall not affect the Customer's obligation to pay the amount due by its original due date.
- 4.4. If the Customer genuinely disputes an invoice, it must notify the Company in writing within seven calendar days of receiving the invoice, or as soon as reasonably possible after becoming aware of the reason for the dispute. The Customer must provide details of the amount disputed and the reason for the dispute.
- 4.4.1. The Customer must pay any undisputed part of the invoice by its due date.
- 4.4.2. A dispute concerning one Service or invoice shall not entitle the Customer to withhold payment of an undisputed amount due for another Service or invoice.
- 4.5. Where the Customer is acting in the course of business and the Late Payment of Commercial Debts (Interest) Act 1998 applies, the Company shall be entitled, without the need for any separate agreement, to recover:
- 4.5.1. statutory interest on the overdue amount from the date on which it begins to run under the Act until the date of payment or judgment, together with any post-judgment interest available under Applicable Law;
- 4.5.2. the applicable fixed compensation sum for each late payment; and
- 4.5.3. where the reasonable costs actually incurred by the Company in recovering the debt exceed the applicable fixed compensation sum, an additional amount equal to the difference between that fixed sum and those reasonable costs, to the extent permitted by the Act.
- 4.5.4. These amounts are payable in addition to the original overdue debt, but the Company shall not recover the same cost twice.
- 4.5.5. Where the Act does not apply, the Company may exercise any other right to interest or recovery costs available under Applicable Law.
- 4.6. If an amount remains unpaid after its due date, the Company may give the Customer written notice requiring payment.
- 4.6.1. If payment is not received within seven calendar days after the notice is given, the Company may:
- 4.6.1.1. suspend or delay any or all Services being provided to the Customer;



- 4.6.1.2. restrict or disable access to software, platforms, account and user access;
- 4.6.1.3. stop tracking, remote downloads, data collection, data transmission or other connected Services; and
- 4.6.1.4. withdraw credit terms and require payment in advance for any further Service.

4.6.2. Suspension does not terminate the relevant Service or relieve the Customer of its payment obligations. Recurring Service Charges shall remain payable until the Service is terminated to the extent that the Company continues to make resources available or reserve or incur connectivity, platform, licence or third-party costs relating to the Customer.

4.6.3. The Customer remains responsible for meeting its legal, regulatory and operational obligations during any suspension and for making any necessary alternative arrangements.

4.6.4. The Company may require all overdue amounts and any reasonable reactivation costs to be paid before restoring a suspended Service.

4.6.5. Subject to clause 13, the Company shall not be responsible for any delay, loss or disruption reasonably resulting from a suspension exercised in accordance with this clause.

4.7. The Company may take legal or debt-recovery action to recover an overdue amount. The Customer shall be responsible for court fees and reasonable legal or debt-recovery costs to the extent that they are lawfully recoverable.

4.7.1. Any compensation or recovery costs already charged under clause 4.5 shall be taken into account so that the Company does not recover the same cost twice.

4.8. The Company may increase fees for an ongoing Service by giving the Customer at least 30 calendar days' written notice.

4.8.1. A shorter notice period may apply where an increase results directly from:

- 4.8.1.1. a change in VAT, taxation, Applicable Law or a regulatory requirement;
- 4.8.1.2. an increase in government, examination, awarding organisation or regulatory fee; or
- 4.8.1.3. an increase in a third-party supplier, software platform, communication or data-service charge which is beyond the Company's reasonable control.

4.8.2. Where clause 4.8.1 applies, the Company will give as much notice as is reasonably practicable.

4.8.3. If an increase materially affects the recurring fee for an ongoing Service, the Customer may terminate the affected Service by giving written notice before the increase takes effect. No early termination charge will apply, but the Customer must pay all charges and committed costs incurred up to termination.

4.8.4. The price of an accepted order for a one-off Service shall not be increased unless the increase results from:

- 4.8.4.1. a change requested or agreed by the Customer;



- 4.8.4.2. materially inaccurate or incomplete information supplied by the Customer; or
- 4.8.4.3. a mandatory third-party or regulatory charge beyond the Company's reasonable control.

- 4.9. Unless expressly included in the agreed price, the Customer shall pay the reasonable travel, vehicle, transport and accommodation costs necessarily incurred in providing a Service at the Customer Premises or another agreed location.
 - 4.9.1. These costs may include mileage or vehicle-use charges, public transport, tolls, congestion charges, bridge or tunnel charges, parking and accommodation.
 - 4.9.2. Where reasonably practicable, the Company will notify the Customer of these costs before they are incurred.
- 4.10. Where an amount is overdue, the Company may withhold certificates, reports, results, documentation or other deliverables relating to the unpaid Service until the overdue amount has been paid in full and in cleared funds.
 - 4.10.1. The Company will not withhold or delay anything which it is required by Applicable Law or a regulator.
 - 4.10.2. Subject to clause 13, the Company shall not be responsible for any delay or consequence reasonably resulting from withholding an item in accordance with this clause.
- 4.11. Where a refund or account credit becomes due to the Customer, the Company may first apply it against any undisputed overdue amount owed by the Customer. Any remaining balance may be refunded by bank transfer or the original payment method, or applied to future charges by agreement with the Customer.

5. Service Suitability

- 5.1. The Customer must ensure that all information provided to the Company concerning the Customer, a Candidate, the Customer Premises, Customer Equipment or a requested Service is complete and accurate. The Customer must promptly notify the Company if that information changes.
- 5.2. The Customer is responsible for ensuring that it and each Candidate meet any entry, eligibility, identification, licensing, technical or regulatory requirements applicable to the Service.
 - 5.2.1. The Customer must notify the Company sufficiently in advance of any reasonable adjustments or additional support which the Customer or a Candidate may require.
- 5.3. The Company may request information or evidence reasonably required to assess suitability or eligibility for a Service. A failure to provide that information or evidence may delay or prevent delivery of the Service.
- 5.4. The Company may refuse access to its premises, decline to begin, suspend or stop a Service where it reasonably considers that:



- 5.4.1. an applicable entry or eligibility requirement has not been met;
 - 5.4.2. required information is missing, materially inaccurate or misleading;
 - 5.4.3. the conduct of the Customer or a Candidate is unsafe, abusive, disruptive or otherwise prevents proper delivery of the Service;
 - 5.4.4. the Customer Premises, Customer Equipment, vehicle or other facilities are unsafe or unsuitable for the Service; or
 - 5.4.5. continuing the Service would breach Applicable Law, an accreditation requirement, an awarding organisation requirement or a reasonable health, safety or security requirement.
- 5.5. Where reasonably possible, the Company will give the Customer or Candidate an opportunity to correct the issues before suspending or stopping the Service. The Company may act immediately where necessary to protect safety, comply with Applicable Law or prevent serious disruption.
- 5.6. Where a Service cannot proceed or is stopped because of an act, omission or failure of the Customer or a Candidate, it shall be treated as a cancellation by the Customer under clause 9. The Customer shall remain responsible for any applicable cancellation charges, Services already provided and third-party costs incurred or committed by the Company.
- 5.7. Acceptance of an order or Candidate by the Company does not guarantee that the Customer or Candidate will satisfy the requirements of a regulator, awarding organisation, examination body or other third party, or achieve any particular result or qualification.

6. Driver CPC Training

- 6.1. Driver CPC periodic training is governed by the requirements of the Driver and Vehicle Standards Agency (“DVSA”). Before booking, the Customer and Candidate are responsible for:
- 6.1.1. how many training hours the Candidate has completed during their current training cycle;
 - 6.1.2. when the Candidate’s current and next training cycles begin and end;
 - 6.1.3. whether the Candidate requires National or International Driver CPC training; and
 - 6.1.4. whether the selected course is suitable and capable of counting towards the Candidate’s Driver CPC qualification.
- 6.2. The Customer and Candidate must provide complete and accurate information and any evidence reasonably requested by the Company, including:
- 6.2.1. the Candidate’s identity and current driving licence details;
 - 6.2.2. evidence of the appropriate vocational licence category and current or expired Driver CPC qualification, acquired rights or initial qualification, as applicable; and



- 6.2.3. details of relevant Driver CPC training already completed during the Candidate's current training cycle.
- 6.3. The Candidate must present an acceptable identification document and attend the entire course. If the Candidate arrives late, leaves early or otherwise fails to complete the course, the Company may refuse to record the training. The course fees shall remain payable.
- 6.4. Where the Candidate completes the course and satisfies the applicable requirements, the Company will record the training and provide any required attendance evidence in accordance with DVSA requirements.
- 6.5. Where the training has been delivered, the fees shall remain payable and non-refundable if the training does not count toward the Candidate's Driver CPC qualification or is subsequently treated as invalid because:
 - 6.5.1. the Candidate had already completed 35 hours during the current training cycle;
 - 6.5.2. the training was undertaken before the Candidate's next training cycle began;
 - 6.5.3. the Customer or Candidate selected National training when International training was required;
 - 6.5.4. the Candidate repeated a course without a reason accepted by DVSA;
 - 6.5.5. the Candidate exceeded an applicable e-learning limit;
 - 6.5.6. the Candidate did not hold or provide evidence of the necessary licence category, Driver CPC qualification or acquired rights; or
 - 6.5.7. information supplied by the Customer or Candidate was missing, inaccurate or misleading.
- 6.6. Clause 6.5 shall not apply to the extent that the training was invalidated solely because the Company failed to comply with its own obligations under the applicable DVSA requirements. Where the Company has made an administrative or uploading error, it will use reasonable efforts to correct that error.
- 6.7. The Customer and Candidate should check the Candidate's online Driver CPC training record after the period allowed by DVSA for recording the training and promptly notify the Company if the training is missing or appears inaccurate.

7. Delivery of Services

- 7.1. The Company will provide the Services with reasonable care and skill and substantially in accordance with the accepted order and any applicable service-specific agreement.
- 7.2. The Company will use reasonable endeavours to provide the Services on any agreed date and at any agreed time. Delivery may be affected by circumstances beyond the Company's reasonable control or by an act or omission of the Customer or a Candidate.



- 7.3. The Company may make reasonable changes to the delivery of a Service where necessary, provided that the changes do not materially reduce the overall nature or value of the Service. Changes may include:
- 7.3.1. substituting personnel, instructors, vehicles, equipment or facilities;
 - 7.3.2. changing the venue, delivery method, timetable or technical arrangements;
 - 7.3.3. updating course content or Materials to reflect changes in Applicable Law, guidance, industry practice or accreditation requirements; and
 - 7.3.4. making changes required for health, safety, security or operational reasons.
- 7.4. Where a Service is disrupted by illness, breakdown, mechanical defect, damage, safety concerns, traffic incidents, venue unavailability, system failure, third-party failure or another operational event, the Company may substitute the affected resource, delay, suspend or rearrange the Service.
- 7.4.1. The Company will use reasonable endeavours to minimise disruption and resume or rearrange the Service as soon as reasonably practicable.
 - 7.4.2. Where part of the Service has already been delivered, the Company may arrange for only the outstanding or incomplete part to be completed.
 - 7.4.3. If the Company cannot provide a material part of the Service within a reasonable period for reasons not caused by the Customer or a Candidate, the Customer may choose an alternative date, an account credit or a refund for the part of the Service which has not been provided. The Customer shall remain responsible for Services already provided and any non-refundable and non-transferable third-party costs reasonably incurred specifically at the Customer's request, except where the Company's breach caused the inability to provide the Service.
- 7.5. Where a Service is delayed, suspended, rearranged or cannot be completed because of an act or omission of the Customer or a Candidate, including a failure to provide required information, attendance, access, facilities, equipment or cooperation:
- 7.5.1. the Company may suspend, rearrange or cancel the affected Service;
 - 7.5.2. the Customer shall remain responsible for the Services already provided and any third-party costs incurred or committed by the Company;
 - 7.5.3. the Company may charge any reasonable additional costs incurred as a result; and
 - 7.5.4. the Company shall not be required to replace lost or unused Service time without additional charge.
- 7.6. Where a Service is delivered electronically or relies on a third-party platform, communications network or external system, the Company will use reasonable endeavours to make the Service available but does not guarantee that it will be uninterrupted or free from occasional errors.



- 7.6.1. The Company may temporarily suspend access where reasonably necessary for maintenance, updates, security, investigation or repair.
- 7.6.2. Where reasonably practicable, the Company will give advance notice of planned maintenance and will use reasonable endeavours to restore the affected Service promptly.
- 7.7. Unless expressly identified in writing as formal advice, a report or a recommendation, any Materials, training content, general guidance or informal comments supplied by the Company are provided for general information and education. They must not be relied upon as advice relating to the Customer's particular circumstances.
 - 7.7.1. Formal written advice, reports or recommendations may be relied upon by the Customer only for their stated purpose and scope. They are based on the information supplied to the Company and the Applicable Law, regulatory guidance and circumstances existing when they are issued.
 - 7.7.2. No person other than the Customer may rely upon formal advice, reports or recommendations without the Company's prior written agreement.
 - 7.7.3. The Customer remains responsible for deciding how to act upon the advice or information supplied, implementing any recommendations and maintaining its own legal and regulatory compliance.
 - 7.7.4. The Company is not required to update previously supplied Materials, advice, reports or recommendations following a change in Applicable Law, guidance or circumstances unless an ongoing updating Service has been expressly agreed.
 - 7.7.5. The Company will use reasonable care and skill when preparing formal advice, reports or recommendations and will use reasonable endeavours to correct any material error after being notified of it.
- 7.8. A link to a third-party website or service is provided for information or convenience and does not imply endorsement or affiliation.
 - 7.8.1. The Company does not control the availability, content, security or privacy practices of third-party websites or services.
 - 7.8.2. The Customer is responsible for reviewing and complying with any terms or privacy information which apply when using a third-party website or service.

8. Customer Obligations

- 8.1. The Customer shall:
 - 8.1.1. cooperate with the Company in matters relating to the organisation and delivery of the Services;
 - 8.1.2. provide the information, instructions, decisions and access reasonably required by the Company in sufficient time to deliver the Services;
 - 8.1.3. ensure that information supplied to the Company complies with clause 5.1;



- 8.1.4. where reasonably required, appoint a representative with authority to make decisions and give instructions on behalf of the Customer;
 - 8.1.5. obtain and maintain any licences, permissions, approvals and authorisations required for the Customer to receive or use the Services; and
 - 8.1.6. ensure that Candidates, authorised users, employees and contractors involved in receiving or using the Services are made aware of and comply with the applicable requirements of these Terms.
- 8.2. Where a Service is provided at the Customer Premises, or requires access to a vehicle or another location controlled by the Customer, the Customer shall provide, at no additional cost to the Company:
- 8.2.1. safe, suitable and unobstructed access at the agreed time;
 - 8.2.2. a clean, suitable and safe working or training area;
 - 8.2.3. reasonable parking, welfare, washing and toilet facilities where required;
 - 8.2.4. information about relevant hazards, health and safety rules, emergency procedures and security requirements; and
 - 8.2.5. any power supply, internet connection, equipment or other facilities agreed as necessary for the Service.
- 8.3. The Customer shall ensure that any Customer Equipment, vehicle, system, network or other facility used in connection with a Service is:
- 8.3.1. available at the agreed time;
 - 8.3.2. safe and suitable for the intended Service;
 - 8.3.3. properly maintained and in good working order;
 - 8.3.4. compliant with Applicable Law, relevant standards and any reasonable requirements notified by the Company; and
 - 8.3.5. where it is a vehicle, roadworthy, appropriately insured and, where applicable, taxed and covered by a valid MOT certificate.
- 8.4. The Customer and each Candidate shall:
- 8.4.1. comply with reasonable instructions given by the Company or its personnel;
 - 8.4.2. comply with reasonable health, safety, security and conduct requirements;



- 8.4.3. not attend or participate while impaired by alcohol, illegal drugs or any other substance which makes participation unsafe;
 - 8.4.4. not behave in an abusive, threatening, offensive, unsafe or materially disruptive manner; and
 - 8.4.5. take reasonable care of the Company's premises, vehicles, equipment and property.
- 8.5. The Customer is responsible for scheduling Candidate attendance and other duties so that the Customer and Candidates can comply with applicable drivers' hours, working time, rest-period and other employment or transport requirements.
- 8.5.1. Unless expressly included within the relevant Service, the Company is not responsible for checking an individual Candidate's working time, driving time or available rest before the Candidate attends or participates.
- 8.6. Where the Customer provides personal data or permits the Company to collect or process personal data in connection with a Service, the Customer shall:
- 8.6.1. have the necessary authority and lawful basis to provide the data and instruct the Company;
 - 8.6.2. provide any privacy information and obtain any permissions or authorisations required by Applicable Law;
 - 8.6.3. ensure that the data supplied is accurate and kept reasonably up to date; and
 - 8.6.4. not instruct the Company to use personal data in a manner that would breach Applicable Law.
- 8.7. Where the Customer or its users are given access to software, an online platform or an account, the Customer shall:
- 8.7.1. permit access only to authorised users;
 - 8.7.2. keep usernames, passwords and other security information confidential and secure;
 - 8.7.3. promptly remove or request the removal of access for any person who is no longer authorised;
 - 8.7.4. promptly notify the Company of suspected unauthorised access, disclosure or misuse; and
 - 8.7.5. not use the Service to introduce malicious software, gain unauthorised access or intentionally interfere with the operation or security of any system.
- 8.8. Unless expressly agreed in writing as a sale, Company Equipment is made available solely to enable or support the relevant Service and is not sold or transferred to the Customer. In respect of Company Equipment provided to or placed under the control of the Customer:
- 8.8.1. ownership shall remain with the Company or its relevant supplier;



- 8.8.2. the Customer shall use it only for its intended purpose and in connection with the relevant Service;
 - 8.8.3. the Customer shall keep it safe, secure and in good condition, allowing for fair wear and tear;
 - 8.8.4. the Customer shall not sell, transfer, lend, pledge, dispose of or part with possession of it without the Company's written permission;
 - 8.8.5. the Customer shall not alter, tamper with, open, repair, replace, reconfigure, remove identification markings from, install or remove it unless expressly authorised by the Company;
 - 8.8.6. where the Company authorises the Customer to install, connect, disconnect, relocate or remove Company Equipment, the Customer shall ensure that the work is carried out safely and competently, in accordance with the Company's instructions and with any permission required from the owner or operator of any vehicle, premises, system or other property affected.
 - 8.8.7. the Customer shall promptly report any fault, damage, loss, theft, interference or unauthorised use and follow the Company's reasonable instructions.
 - 8.8.8. the Customer shall provide reasonable access, by prior arrangement, for inspection, maintenance, replacement or removal;
 - 8.8.9. the Customer shall return the Company Equipment promptly when required under these Terms or the applicable service-specific agreement; and
 - 8.8.10. the Customer shall be responsible for loss of or damage to Company Equipment while it is under the Customer's control, except for fair wear and tear, an inherent fault or loss or damage caused by the Company.
- 8.9. Where the Customer is responsible under clause 8.8.10, it shall pay the reasonable repair or replacement costs or any charge stated in the applicable service-specific agreement.
- 8.9.1. Any security deposit may be applied towards the amount due but shall not limit the Customer's liability unless the Company expressly agrees otherwise in writing.
- 8.10. The Customer shall be responsible for the acts and omissions of its Candidates, authorised users, employees, representatives and contractors in connection with the Services as if they were the acts and omissions of the Customer.

9. Cancellation and Amendments

- 9.1. Except where clause 9.11 applies, any request by the Customer to cancel or amend a Service, transfer a booking or substitute a Candidate must be made in writing. The request takes effect when received by the Company. A request received outside a Business Day will be treated as received on the next Business Day.



- 9.2. Clauses 9.3 to 9.8 apply to one-off or scheduled Services, including training courses, assessments and appointments. The termination of an ongoing or recurring Service is governed by the applicable service-specific agreement, clause 17 and the notice requirements in clause 18.
- 9.3. If the Customer cancels a one-off or scheduled Service, or a Candidate fails to attend, withdraws or fails to complete the Service for reasons not caused by the Company, the following charges shall apply:
- 9.3.1. where written notice is received at least 15 Business Days before the Service is due to begin, the administration charge under clause 9.4 and any third-party costs recoverable under clause 9.5;
 - 9.3.2. where written notice is received between 6 and 14 Business Days before the Service is due to begin, 50% of the net Service fee, including the administration charge under clause 9.4, together with any third-party costs recoverable under clause 9.5; or
 - 9.3.3. where written notice is received 5 or fewer Business Days before the Service is due to begin, no written notice is received, the Candidate fails to attend, or the cancellation or withdrawal takes place after the Service has begun, 100% of the net Service fee, including the administration charge under clause 9.4, together with any third-party costs recoverable under clause 9.5.
 - 9.3.4. VAT shall be added to any amount payable under this clause where applicable.
 - 9.3.5. For the purposes of this clause, the net Service fee means the agreed charge for the relevant Service, excluding VAT and any separately identified third-party costs.
- 9.4. The administration charge is £50 plus VAT where applicable. It covers pre-booking support, booking, planning, preparation and the processing and management of a cancellation. Where a percentage charge applies under clause 9.3.2 or 9.3.3, the administration charge is included within that percentage charge and shall not be added again.
- 9.5. The Company shall take reasonable steps to reduce any loss arising from the cancellation and shall deduct any costs saved and any net amount received from a replacement booking from the amounts otherwise payable under clauses 9.3 to 9.5. The Company shall not recover the same loss or cost twice.
- 9.6. The Company is not required to accept a request to amend a Service. Where an amendment can be accepted, the Company shall notify the Customer of any resulting change to the price, delivery arrangements, timescale or third-party costs. The amendment shall take effect only when agreed in writing. Until then, the original booking shall remain in place.
- 9.7. The Company may accept a written request to substitute another Candidate, provided that the replacement Candidate satisfies the applicable entry, identification, qualification and regulatory requirements and the substitution is permitted by any relevant examination, assessment or awarding body. The Company may charge a reasonable administration charge of up to £50 plus VAT, together with any additional third-party costs resulting from the substitution. Where a substitution is accepted, no cancellation charge shall apply.
- 9.8. The Company may accept a written request to transfer a Candidate to another available training course or date, subject to availability and any applicable third-party requirements. The original training course fee shall remain payable and shall be applied to the replacement course or date. The following additional transfer charges shall apply:



- 9.8.1. where the request is received at least 15 Business Days before the original course is due to begin, no transfer charge, but the Customer shall remain responsible for any additional or non-refundable third-party costs;
 - 9.8.2. where the request is received between 6 and 14 Business Days before the original course is due to begin, 10% of the net training course fee, together with any additional or non-refundable third-party costs; or
 - 9.8.3. where the request is received 5 or fewer Business Days before the original course is due to begin, 25% of the net training course fee, together with any additional or non-refundable third-party costs.
 - 9.8.4. VAT shall be added to any amount payable under this clause where applicable.
 - 9.8.5. Unless the Company agrees otherwise in writing, a booking may only be transferred once. A further request may be treated as a cancellation of the original booking and a new booking.
 - 9.8.6. If the Company does not accept the transfer request, the original booking shall remain in place unless the Customer cancels it in accordance with this clause.
- 9.9. All amounts due under this clause may be invoiced by the Company and shall be payable in accordance with clause 4.
- 9.10. Any cancellation, rearrangement or material amendment initiated by the Company shall be dealt with under clauses 7.3 and 7.4. The Customer shall not be charged a cancellation, transfer or administration charge where the Company initiates the change.
- 9.11. Where the Customer is a Consumer, this section shall apply subject to the Customer's statutory cancellation rights. Where the Contract is made at a distance or off-premises and a statutory right to cancel applies, the Company shall provide the Customer with the cancellation information and model cancellation form required by Applicable Law. Nothing in these Terms excludes or restricts the Customer's statutory rights.

10. Intellectual Property Rights

- 10.1. Each Party shall retain ownership of all Intellectual Property Rights owned or developed by it independently of the Services. Except as expressly stated in this clause, nothing in the Contract transfers ownership of any Intellectual Property Rights.
- 10.2. All Intellectual Property Rights in Company Material shall remain owned by the Company or its licensors. This includes Intellectual Property Rights in training content, presentations, manuals, templates, reports, assessments, recordings, software, system designs, processes and methodologies created, developed or supplied by or on behalf of the Company.
- 10.3. Subject to payment of all applicable charges, the Company grants the Customer a non-exclusive, non-transferable and non-sublicensable licence to use Company Material supplied to the Customer solely:
- 10.3.1. for the Customer's own internal business purposes;
 - 10.3.2. for the purpose for which the Company Material was supplied; and



- 10.3.3. in the case of a Candidate, for that Candidate's personal learning and use in connection with the relevant Service.
- 10.4. The licence to use reports, certificates, completed documents and other Company Material delivered to and paid for by the Customer shall continue after the Contract ends. Access to software, online platforms, subscription content and other Company Material provided as part of an ongoing Service shall end when that Service is suspended or terminated.
- 10.5. The Customer may share Company Material with its employees, Candidates, professional advisers, insurers, regulators or enforcement authorities where reasonably necessary for the purpose for which it was supplied. The Customer shall ensure that any person with whom Company Material is shared does not use it for any other purpose or disclose it unnecessarily.
- 10.6. Except as permitted by clauses 10.3 and 10.5, the Customer shall not, without the Company's prior written consent:
- 10.6.1. copy, reproduce, publish, distribute, sell, license, sublicense or otherwise make Company Material available to another person;
 - 10.6.2. use Company Material to provide training, consultancy or other services to a third party;
 - 10.6.3. use Company Material to create or assist in creating a competing product, service, course or publication;
 - 10.6.4. alter or remove any copyright notice, trade mark, branding or other ownership notice;
 - 10.6.5. record a training course, presentation, assessment or other Service;
 - 10.6.6. make systematic or automated downloads, copies or extracts from any software, platform or database; or
 - 10.6.7. reverse engineer, decompile, disassemble or attempt to obtain the source code of any software, except to the extent expressly permitted by Applicable Law and which cannot lawfully be restricted.
- 10.7. The Customer may complete, adapt or reproduce a template or form supplied by the Company where it was specifically provided for that purpose.
- 10.8. Ownership of a physical or electronic copy of Company Material does not transfer ownership of the Intellectual Property Rights contained within it. Company Equipment shall remain subject to clause 8.
- 10.9. The Customer shall retain ownership of any Intellectual Property Rights in Material supplied by or on behalf of the Customer. The Customer grants the Company a non-exclusive, worldwide, royalty-free licence to use, copy, store, adapt and transmit that Material to the extent reasonably necessary to:
- 10.9.1. provide and administer the Services;
 - 10.9.2. comply with Applicable Law or a regulatory requirement;



- 10.9.3. exercise or enforce the Company's rights under the Contract; and
- 10.9.4. permit the Company's employees, subcontractors and third-party service providers to carry out those activities on the Company's behalf.
- 10.10. The Customer confirms that it is entitled to supply any Material provided to the Company and to grant the rights set out in clause 10.9. The Customer shall inform the Company of any restriction applying to that Material.
- 10.11. Any software, platform or Material owned by a third party shall remain the property of that third party or its licensor. The Customer's use of it may be subject to additional licence or acceptable-use terms notified to the Customer.
- 10.12. The Company may use the general knowledge, experience, skills, ideas, techniques, know-how, feedback and insights acquired or derived while providing the Services:
 - 10.12.1. to develop, improve and administer its Services;
 - 10.12.2. to create internal guidance, training resources, statistics and benchmarking;
 - 10.12.3. to support the provision of Services to other customers; and
 - 10.12.4. for marketing and promotional purposes,provided that any Customer-derived information is anonymised or aggregated so that no Customer, Candidate or other individual is reasonably identifiable, and the use does not disclose Confidential Information, personal data or Intellectual Property Rights belonging to the Customer or reproduce Material supplied by the Customer without its written consent.

11. Confidential Information

- 11.1. Each Party shall:
 - 11.1.1. keep the other Party's Confidential Information confidential;
 - 11.1.2. take reasonable steps to protect it against unauthorised access, use, loss or disclosure; and
 - 11.1.3. use it only to provide, receive or administer the Services, exercise its rights or perform its obligations under the Contract.
- 11.2. A Party may disclose the other Party's Confidential Information only to the extent reasonably necessary:
 - 11.2.1. to its employees, officers, professional advisers and insurers who need the information for purposes connected with the Contract;



- 11.2.2. in the case of the Company, to its agents, subcontractors, third-party platform or service providers, awarding bodies, examination or assessment providers and regulators where required to provide or administer the Services;
 - 11.2.3. in the case of the Customer, to its Candidates, authorised users and regulators where required to receive or use the Services and only as permitted by clause 10;
 - 11.2.4. where required by Applicable Law, a court order or a regulatory authority; or
 - 11.2.5. with the other Party's prior written consent.
- 11.3. Except where disclosure is required under clause 11.2.4, a Party making a disclosure under clause 11.2 shall ensure that the recipient is subject to an appropriate duty of confidentiality. Nothing in this clause permits the Customer to copy, distribute or use Company Material beyond the rights granted under clause 10. The Customer shall not disclose Company Material or Confidential Information to another training provider or competing service provider without the Company's prior written consent.
- 11.4. A disclosure required under clause 11.2.4 may be made without the other Party's consent or prior notice. The Party making the disclosure shall disclose only the information reasonably required and, where reasonably practicable, request that it is treated confidentially.
- 11.5. The obligations in this clause shall not apply to information which the receiving Party can demonstrate:
- 11.5.1. is or becomes publicly available other than through a breach of the Contract;
 - 11.5.2. was lawfully known to it without restriction before receiving it from the other Party;
 - 11.5.3. was lawfully received from a third party without any obligation of confidentiality;
 - 11.5.4. was independently developed without using the other Party's Confidential Information; or
 - 11.5.5. the other Party has confirmed in writing may be disclosed.
- 11.6. Each Party shall be responsible for any breach of this clause by a person to whom it discloses Confidential Information, except where that person owes an independent legal or professional duty of confidentiality.
- 11.7. Upon written request or termination of the relevant Service, each Party shall return or securely destroy the other Party's Confidential Information, except to the extent that it reasonably needs to retain it:
- 11.7.1. to exercise a continuing right under the Contract;
 - 11.7.2. to comply with Applicable Law, a regulatory requirement or a professional or insurance obligation;
 - 11.7.3. for legitimate record-keeping or the establishment, exercise or defence of legal claims; or
 - 11.7.4. within routine electronic backups which cannot reasonably be separately deleted.



- 11.8. Any Confidential Information retained under clause 11.7 shall remain subject to this clause and shall not be used for any other purpose.
- 11.9. Nothing in this clause prevents the Company from using general knowledge, experience or properly anonymised or aggregated information as permitted by clause 10.12.
- 11.10. The obligations in this clause shall continue after the Contract ends for as long as the relevant information remains confidential.

12. Indemnities

- 12.1. This clause applies only where the Customer is acting in the course of business. It does not apply where the Customer is a Consumer, whose responsibility shall be determined by the other provisions of the Contract and Applicable Law.
- 12.2. The Customer shall indemnify the Company against losses, liabilities, damages and reasonable legal and professional costs properly incurred by the Company as a direct result of a third-party claim, regulatory action or legal proceeding arising from:
 - 12.2.1. any allegation that Material, data or instructions supplied by or on behalf of the Customer infringe another person's Intellectual Property Rights, confidentiality, privacy or data protection rights;
 - 12.2.2. the Customer's failure to obtain a permission, licence, consent, lawful basis or insurance which it was responsible for obtaining;
 - 12.2.3. a negligent, fraudulent, deliberately improper or unlawful act or omission by the Customer, a Candidate, an authorised user or a person acting on the Customer's behalf in connection with the Services; or
 - 12.2.4. the unauthorised use, alteration, removal, disposal, loss of or damage to Company Equipment, Company Material, software or a platform by the Customer or a person for whom the Customer is responsible.
- 12.3. Any fine, penalty or similar amount shall only be recoverable under this clause to the extent that its recovery is permitted by Applicable Law.
- 12.4. Where the Company seeks to rely on this clause, it shall:
 - 12.4.1. give the Customer reasonable details of the relevant claim, action or proceeding as soon as reasonably practicable;
 - 12.4.2. allow the Customer a reasonable opportunity to provide information and participate in the response or defence;
 - 12.4.3. consult the Customer before agreeing any settlement which would materially increase the Customer's liability, where reasonably practicable; and



12.4.4. take reasonable steps to reduce the resulting loss.

12.5. The Customer shall not be responsible under this clause to the extent that the relevant loss was directly caused or contributed to by:

12.5.1. the Company's breach of the Contract; or

12.5.2. the Company's negligence, fraud or deliberate misconduct.

12.6. The Company shall not recover the same loss more than once, including through insurance, another person or another provision of the Contract.

13. Limitation of Liability

13.1. References in this clause to liability include liability arising under or in connection with the Contract, whether in contract, tort, including negligence, misrepresentation, breach of statutory duty or otherwise.

13.2. Nothing in the Contract excludes or limits either Party's liability for:

13.2.1. death or personal injury caused by its negligence;

13.2.2. fraud or fraudulent misrepresentation; or

13.2.3. any other liability which cannot lawfully be excluded or limited.

13.3. Where the Customer is a Consumer:

13.3.1. the Company shall be responsible for loss or damage which is a reasonably foreseeable result of the Company's breach of the Contract or failure to exercise reasonable care and skill;

13.3.2. loss or damage is reasonably foreseeable where it was an obvious consequence of the breach or was contemplated by the Parties when the Contract was entered into;

13.3.3. the Company shall not be responsible for loss or damage which was not reasonably foreseeable or was not caused by the Company's breach; and

13.3.4. the Company shall not be responsible for business losses, including loss of profit, revenue, business, contracts or business opportunity.

13.4. Where the Customer is acting in the course of business, the Company shall not be liable for any of the following, whether direct or indirect:

13.4.1. any indirect, consequential or special loss;



- 13.4.2. loss of profit, revenue, earnings, business, contracts, opportunity, anticipated savings, use, goodwill or reputation;
 - 13.4.3. travel, accommodation or subsistence costs, employee or Candidate time or wages, or the cost of replacement training, Services, tests, examinations or assessments;
 - 13.4.4. any fine, penalty, prosecution, regulatory action or sanction, or the loss, suspension or restriction of a licence, authorisation or permission; or
 - 13.4.5. any loss arising from the Customer's failure to maintain any record, backup, alternative system or compliance arrangement which the Customer was responsible for maintaining.
- 13.5. Where the Customer is acting in the course of business, unless expressly stated otherwise in a service-specific agreement, the Company does not provide a data backup or archiving service. The Customer is responsible for downloading, checking and retaining copies of any data, reports or records which it may require, including records required by Applicable Law, and for maintaining any appropriate alternative or manual compliance arrangements.
- 13.6. Subject to clause 13.2, the Company's total aggregate liability to a Customer acting in the course of business shall not exceed the limits below. For the purposes of this clause, the relevant Service means the Service most directly connected with the event giving rise to the claim:
- 13.6.1. for a one-off Service, the total net charges paid or payable for the relevant Service; or
 - 13.6.2. for an ongoing or recurring Service, the total net charges paid or payable for the relevant Service during the 12 months immediately preceding the event giving rise to the claim or, where the Service has been provided for less than 12 months, during that shorter period.
- 13.7. The Company shall not be liable to the extent that a loss was caused or increased by:
- 13.7.1. an act or omission of the Customer, a Candidate, an authorised user or a person acting on the Customer's behalf;
 - 13.7.2. inaccurate, incomplete or late information or instructions supplied by or on behalf of the Customer;
 - 13.7.3. use of a Service, Company Material, software or Company Equipment contrary to the Contract or the Company's instructions; or
 - 13.7.4. the Customer's failure to notify the Company of a fault or problem within a reasonable period after it became, or ought reasonably to have become, apparent.
- 13.8. A Customer acting in the course of business is responsible for maintaining insurance appropriate to its business and the risks which are excluded or limited under this clause.
- 13.9. The Company shall not be liable more than once for the same loss.

14. Contract Documents and Changes



- 14.1. Time shall be of the essence in relation to the Customer's payment obligations, the return of Company Equipment and any other obligation which is expressly stated to be time-critical.
- 14.2. The Contract comprises:
- 14.2.1. any accepted quotation, order confirmation or booking confirmation;
 - 14.2.2. any applicable service-specific agreement;
 - 14.2.3. these Terms, as updated in accordance with clauses 14.6 to 14.10;
 - 14.2.4. any document expressly incorporated into the Contract; and
 - 14.2.5. any written communication, made before or after the Contract begins, which clearly records a specific term or variation agreed between authorised representatives of the Parties.
- 14.3. If there is any inconsistency between the documents forming the Contract:
- 14.3.1. the provision which most specifically relates to the relevant Service or matter shall take priority over a more general provision; and
 - 14.3.2. where the provisions are equally specific, the provision most recently agreed in writing shall take priority; and
 - 14.3.3. any terms contained in a purchase order, booking form or other document issued by the Customer shall not apply unless expressly accepted in writing by the Company.
- 14.4. The documents and communications listed in clause 14.2 contain the entire agreement between the Parties concerning the relevant Service. They replace any previous proposal, discussion, correspondence or understanding only to the extent that it does not clearly record an agreed term under clause 14.2.5. Nothing in this clause:
- 14.4.1. excludes or limits liability for fraud or fraudulent misrepresentation;
 - 14.4.2. prevents either Party from relying upon a written acknowledgement, admission, promise or agreement made by or on behalf of the other Party; or
 - 14.4.3. excludes any information or statement which Applicable Law requires to be treated as part of a Contract with a Consumer.
- 14.5. Except for an update made by the Company in accordance with clauses 14.6 to 14.10, a variation affecting a particular Customer or Service must be agreed in writing by authorised representatives of the Parties. It does not need to be contained in a formally signed document and may be evidenced by an email, text message, instant message or other written communication which clearly records the agreed variation. Unless expressly stated otherwise, the variation shall apply only to the relevant Customer and Service.



- 14.6. The Company may update these Terms from time to time where reasonably necessary:
- 14.6.1. to reflect a change in Applicable Law, regulatory requirements or official guidance;
 - 14.6.2. to address security, technology or operational requirements;
 - 14.6.3. to reflect a reasonable change to the Services, third-party services or the way in which the Company operates;
 - 14.6.4. to introduce new Services or functionality; or
 - 14.6.5. to correct an error or improve the clarity of these Terms.
- 14.7. The current version of these Terms shall be published at <https://micompliance.co.uk/terms> and shall state the date on which it takes effect. Unless clause 14.8 or Applicable Law requires otherwise, the Company shall not be required to notify each Customer individually of an update.
- 14.8. Where an update would materially disadvantage the Customer in relation to an ongoing or recurring Service, the Company shall give the Customer at least 30 days' written notice before the update takes effect.
- 14.8.1. The Customer may terminate the materially affected Service by giving written notice before the update takes effect, without paying a termination charge.
 - 14.8.2. Termination under this clause shall not affect charges already due, Services already supplied, third-party costs already properly incurred or the Customer's obligation to return Company Equipment.
- 14.9. If the Customer continues to order, access or use an affected ongoing or recurring Service after the effective date of an update notified under clause 14.8, the updated Terms shall apply to the future provision of that Service, subject to Applicable Law.
- 14.10. An update shall not retrospectively alter the terms applying to a completed Service or a one-off Service accepted before the update takes effect, unless:
- 14.10.1. the change is required by Applicable Law or a regulatory authority; or
 - 14.10.2. the Parties agree otherwise in writing.
- 14.11. A failure or delay by either Party in exercising a right or remedy shall not constitute a waiver of that right or remedy. A waiver of one breach shall not constitute a waiver of any later breach.
- 14.12. If any provision of the Contract is found to be invalid, unlawful or unenforceable, it shall be treated as modified to the minimum extent necessary to make it valid and enforceable. If that is not possible, the relevant provision or part shall be treated as deleted. The remaining provisions shall continue in effect.
- 14.13. Nothing in this section excludes or restricts any right which the Customer has under Applicable Law and which cannot lawfully be excluded or restricted.



15. **Force Majeure**

- 15.1. A “**FORCE MAJEURE EVENT**” means an event or circumstance beyond the reasonable control of the affected Party which prevents, hinders or materially delays the performance of its obligations and which could not reasonably have been avoided or overcome, including:
- 15.1.1. flood, fire, explosion, natural disaster or extreme weather;
 - 15.1.2. an epidemic, pandemic or public health emergency;
 - 15.1.3. war, terrorism, riot or civil disorder;
 - 15.1.4. any action, restriction or prohibition imposed by a government, public authority or regulator;
 - 15.1.5. a widespread failure or interruption of utilities, telecommunications, internet services or transport networks;
 - 15.1.6. a cyberattack, provided the affected Party had taken reasonable security and protective measures;
 - 15.1.7. widespread industrial action which is not limited to the affected Party’s own employees or personnel; or
 - 15.1.8. the failure or delay of a supplier, subcontractor, venue, platform provider or other third party, but only where that failure or delay was itself caused by a Force Majeure Event.
- 15.2. A Force Majeure Event does not include:
- 15.2.1. a lack of funds, inability to pay, increased costs or other financial or commercial difficulty;
 - 15.2.2. an event caused or contributed to by the affected Party’s breach, negligence or failure to take reasonable precautions;
 - 15.2.3. ordinary staff shortages, individual illness or the unavailability or non-attendance of a Customer, Candidate, employee or other person; or
 - 15.2.4. a Customer’s failure to make payment or provide required information, access, instructions, equipment or cooperation.
- 15.3. Subject to clauses 15.4 and 15.5, the affected Party shall not be in breach of the Contract or liable for a failure or delay in performing an obligation to the extent that the failure or delay is caused by a Force Majeure Event. The time for performing the affected obligation shall be extended for a reasonable period.
- 15.4. The affected Party shall notify the other Party as soon as reasonably practicable, giving reasonable details of the Force Majeure Event, the obligations affected and, so far as can reasonably be estimated, its likely duration. The affected Party shall provide reasonable updates and notify the other Party when the Force Majeure Event ends.



- 15.5. The affected Party shall take reasonable steps to reduce the effects of the Force Majeure Event, continue performing any unaffected obligations and resume full performance as soon as reasonably practicable.
- 15.6. Where the Company's performance is affected, the Company may take any reasonable action permitted by clause 7.4, including rearranging, suspending or changing the method, location or personnel used to provide the affected Service.
- 15.7. A Force Majeure Event shall not:
- 15.7.1. excuse the Customer from paying charges which became due before the Force Majeure Event or which relate to Services already supplied or made available;
 - 15.7.2. entitle the Customer to recover third-party fees or costs which were properly and non-refundably incurred for the Customer before the Force Majeure Event; or
 - 15.7.3. remove the Customer's responsibility to take reasonable care of Company Equipment and return it as soon as reasonably practicable following termination.
- 15.8. If a Force Majeure Event materially prevents the provision of an affected Service for more than 30 consecutive calendar days, either Party may terminate that affected Service by giving written notice to the other Party.
- 15.9. Following termination under clause 15.8:
- 15.9.1. the Customer shall pay all charges and other amounts properly accrued up to the termination date and return any Company Equipment;
 - 15.9.2. the Company shall refund or credit any charges paid in advance which relate solely to the period after termination, after deducting any amounts properly owed by the Customer; and
 - 15.9.3. termination shall not affect any rights or liabilities which arose before termination.

16. Applicable Law and Jurisdiction

- 16.1. The Contract and any dispute or non-contractual obligation arising out of or in connection with it shall be governed by the laws of England and Wales.
- 16.2. Where the Customer is acting in the course of business, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim, including any non-contractual dispute or claim, arising out of or in connection with the Contract, its formation, validity or termination.
- 16.3. Where the Customer is a Consumer, clause 16.1 shall not deprive the Customer of any mandatory legal protection which applies in the country or part of the United Kingdom in which the Customer normally lives.
- 16.4. A Consumer may bring proceedings in any court having jurisdiction under Applicable Law, including, where applicable, the courts of the part of the United Kingdom in which the Consumer lives. The Company may bring proceedings against a Consumer only in a court permitted by Applicable Law.



17. Termination

17.1. A Service or the Contract may end:

- 17.1.1. when the relevant Service has been completed;
- 17.1.2. when an agreed fixed or minimum term expires, unless it is renewed or continues under the agreed billing arrangement;
- 17.1.3. by notice given in accordance with the Contract; or
- 17.1.4. under any right of termination contained in the Contract or Applicable Law.

17.2. Unless a different notice period is stated in a quotation, order confirmation or service-specific agreement, the Customer may terminate a recurring Service by giving the Company at least 30 days' written notice. This does not affect any cancellation right available to a Consumer under clause 9 or Applicable Law.

17.3. Where a recurring charge is invoiced in advance for a monthly billing period, the charge for the billing period in which termination takes effect shall remain payable in full and shall not be apportioned or refunded solely because termination takes effect part-way through that period, subject to Applicable Law.

17.4. The Company may suspend any or all Services, user accounts, platform access, remote downloads, tracking, data collection or support where:

- 17.4.1. the conditions for suspension due to non-payment under clause 4.6.1 have been met;
- 17.4.2. the Customer is in breach of the Contract;
- 17.4.3. the Company reasonably believes that a Service, account, system or Company Equipment is being used unlawfully, fraudulently, unsafely or without proper authority;
- 17.4.4. the suspension is reasonably necessary to protect any person, vehicle, property, data, system, platform or Company Equipment; or
- 17.4.5. the Company is required to do so by Applicable Law, a regulator, a public authority or a relevant third-party provider.

17.5. Where reasonably practicable, the Company shall give the Customer written notice of a suspension and explain the general reason for it. The Company may suspend a Service immediately where urgent action is reasonably required.

17.6. Suspension does not terminate the Contract. Where suspension results from the Customer's breach or non-payment, recurring Service Charges shall continue to accrue to the extent that the Company continues to make resources available or reserve or incur connectivity, platform access, licence or third-party costs relating to the Customer. The Company shall restore the affected Service within a reasonable period after the reason for suspension has been remedied.

17.7. Either Party may terminate an affected Service by written notice if the other Party:

- 17.7.1. commits a material breach which cannot be remedied; or



- 17.7.2. commits a material breach which can be remedied but fails to remedy it within 14 days after receiving written notice requiring it to do so.
- 17.8. The Company may terminate any or all Services by written notice if:
- 17.8.1. a payment remains overdue for seven days after the Company has given the Customer written notice requiring payment;
 - 17.8.2. the Customer repeatedly fails to pay invoices by their due dates;
 - 17.8.3. the Customer repeatedly breaches the Contract in a manner which reasonably indicates that the Customer does not intend or is unable to comply with it; or
 - 17.8.4. the Customer's use of a Service, platform, account or Company Equipment is unlawful, fraudulent or presents a material safety, security, regulatory or operational risk.
- 17.9. The Company may terminate an affected ongoing Service for reasons unrelated to any breach by the Customer in accordance with this clause:
- 17.9.1. termination may occur if the Company ceases to offer that Service;
 - 17.9.2. termination may occur if a platform, licence, authorisation, supplier or third-party service required to provide it is withdrawn or is no longer reasonably available;
 - 17.9.3. termination may occur if the Company cannot reasonably continue providing the Service for legal, regulatory, operational or commercial reasons; and
 - 17.9.4. the Company shall give at least 30 days' written notice. If circumstances require the Service to end sooner, the Company shall give as much notice as reasonably practicable.
- 17.10. Where the Customer is acting in the course of business, either Party may terminate the Contract immediately by written notice if the other Party ceases trading or enters liquidation, administration, bankruptcy or another formal insolvency process, but only to the extent that termination is permitted by Applicable Law.
- 17.11. Termination of one Service shall not automatically terminate any other Service unless the termination notice expressly states otherwise or the Services cannot reasonably operate separately.
- 17.12. On expiry or termination of a Service:
- 17.12.1. the Company may deactivate relevant user accounts and platform access and stop providing tracking, remote downloading, data collection, connectivity, support and any other affected functionality;
 - 17.12.2. the Customer shall pay all charges properly accrued up to the termination date, together with any agreed termination charges and non-refundable third-party costs;



- 17.12.3. the Company may issue a final invoice after termination for usage, charges, loss or damage which could not reasonably be calculated earlier;
 - 17.12.4. the Customer shall stop using and return any relevant Company Equipment in accordance with clause 8 and any applicable service-specific agreement;
 - 17.12.5. the Customer shall stop using Company Material except to the extent that continued use is expressly permitted by clause 10; and
 - 17.12.6. access to information and records may end when the Service terminates. The Customer is responsible for exporting and retaining required records before a planned termination date. Personal data shall be returned, retained, deleted or anonymised in accordance with Applicable Law and any applicable data-processing terms.
- 17.13. Where the Company terminates a Service under clause 17.9 and the Customer is not in breach, the Company shall refund or credit any charge paid in advance which relates solely to the period after termination.
 - 17.14. Expiry or termination shall not affect rights, charges or liabilities which arose beforehand. Any provision which is expressly or by its nature intended to continue shall remain effective, including provisions concerning payment, Company Equipment, intellectual property, confidentiality, indemnities, liability, data and dispute resolution.

18. Notices and Service

- 18.1. Except where clause 18.4 applies, any notice intended to cancel, terminate or suspend the Contract or a Service, give notice of a material breach, require a breach to be remedied or exercise any other right which expressly requires written notice must be:
 - 18.1.1. delivered by hand;
 - 18.1.2. sent by pre-paid first-class post or another postal service providing delivery on the next Business Day; or
 - 18.1.3. sent by email.
- 18.2. A notice under clause 18.1 must clearly identify:
 - 18.2.1. the Party giving the notice;
 - 18.2.2. the Contract or Service concerned;
 - 18.2.3. the decision or action being communicated; and
 - 18.2.4. the intended effective date, where applicable.
- 18.3. A notice under clause 18.1 shall be sent:



- 18.3.1. to the Company at its registered office or to an email address identified by the Company for cancellations, termination or formal notices. If no particular email address has been identified, it may be sent to the Company's main email address shown on its most recent quotation, order confirmation or invoice; and
- 18.3.2. to the Customer at its registered office, where applicable, or to the postal or email address most recently provided by the Customer in connection with its account, booking, order or Service.
- 18.4. Nothing in this section restricts the method by which a Consumer may exercise a statutory right to cancel where Applicable Law permits the Consumer to do so by making any clear statement setting out the decision to cancel. Where the Consumer sends such a communication before the applicable statutory cancellation period ends, the Consumer shall be treated as having cancelled within that period, regardless of when the communication is received.
- 18.5. Text messages and instant messaging services, including WhatsApp, may be used for quotations, negotiations, instructions, approvals and agreed changes in accordance with the Contract. They shall not constitute notice under clause 18.1 unless the receiving Party expressly confirms by email or letter that it accepts the message as formal notice.
- 18.6. Subject to clause 18.4, and unless there is evidence that it was received earlier, a notice shall be treated as received:
- 18.6.1. if delivered by hand, when it is left at the appropriate address;
- 18.6.2. if sent by post, two Business Days after it is posted; and
- 18.6.3. if sent by email, when it is sent, provided the sender does not receive a failed-delivery or undeliverable notification.
- 18.7. For the purpose of calculating a contractual notice period, a notice treated as received after 5:00 pm on a Business Day, or on a day which is not a Business Day, shall be treated as received at 9:00 am on the next Business Day. This does not prevent immediate action where the Contract expressly permits it.
- 18.8. Each Party is responsible for notifying the other Party of any change to its postal or email address. Until a change is notified, the other Party may rely on the contact details most recently provided.
- 18.9. This section does not apply to the formal service of court proceedings or documents in legal proceedings, which must be served in accordance with Applicable Law and the applicable court rules.

19. Contact and Complaints

- 19.1. The Customer may contact the Company about a Service, invoice, complaint or other query by emailing info@micompliance.co.uk or using the contact details published on the Company's website.



- 19.2. The Company shall handle complaints in accordance with its Complaints Policy and Procedure, which is available on the Company's website or upon request.
- 19.3. The Customer is encouraged to raise its concerns initially with the member of staff responsible for the relevant Service. If the matter is not resolved, the Customer may submit a formal written complaint to the Managing Director using the contact details stated in the Complaints Policy and Procedure.
- 19.4. The version of the Complaints Policy and Procedure in force when a formal complaint is received shall apply to that complaint. Any subsequent update shall not adversely affect an existing complaint or the Customer's statutory rights.
- 19.5. Making a complaint does not automatically suspend the Contract, a Service or the Customer's obligation to pay any undisputed amount.
- 19.6. A complaint shall not constitute notice to cancel or terminate the Contract or a Service unless it clearly states that intention and also complies with clause 18.

