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IROTA[©]

TERMS AND CONDITIONS OF USE

05/09/2024

IROTA[©]

TERMS AND CONDITIONS OF USE

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By using iRota® the organisation accepts the following Terms and Conditions. If you do not agree with all, or part of these Terms and Conditions you must not use iRota®.

1. THESE TERMS AND CONDITIONS

- 1.1. These terms and conditions:
 - 1.1.1 Cover the use of iRota subscriptions with specific clause relating to monthly or annual subscription options
 - 1.1.2 Are written in plain English
 - 1.1.3 Are issued by Gillett Limited
 - 1.1.4 Covers the use of, and the provision of technical support and other services in respect of the Subscription to iRota.
- 1.2. These Terms and Conditions shall apply to all contracts for the purchase of Subscriptions or Services by the Organisation from Gillett to the exclusion of all other terms and conditions, including any terms or conditions which either party may purport to apply or which are endorsed upon any purchase order, receipt, correspondence or documents issued by a party irrespective of their date of communication.
- 1.3. In the case of conflict or ambiguity, the order of precedence for these Terms and Conditions and the documents referred to in this document shall be as follows:
 - these Terms and Conditions
 - Privacy statement(s)
 - the quotation from Gillett Limited
 - the Purchase Order.
- 1.4. No commitment to provide a Subscription and/or Services shall be binding under these T&Cs unless a Purchase Order, or similar confirmation by email or electronic messaging/purchasing system has been received by Gillett from an authorised person
- 1.5. Additionally, these Terms and Conditions shall apply where iRota is solely being used in an evaluation/test environment prior to any purchase of a Subscription.
- 1.6. These terms and conditions may be changed by Gillett Limited as necessary due to operational requirements, technical reasons, changes in the law, changes to iRota
- 1.7. These T&Cs shall be fully executed on Gillett accepting a Purchase Order or similar instruction from the Subscriber.

2. DEFINITIONS

“Affiliate” means an organisation which is directly or indirectly controlled by, in control of, or under common control with, either Gillett or the Organisation as appropriate. “Cloud Service” means a service and/or functionality delivered to the client via the internet.

“Confidential Information” means all proprietary information, know-how, trade secrets and data whether of a business, marketing, financial, technical or non-technical nature and whether existing in hard copy form, in electronic form or otherwise, whether disclosed orally or in writing, which is held in confidence by the disclosing Party or any of that Party’s Affiliates and which is or has been disclosed to the other Party. This will include information expressly identified as such as well as any other information which, because of its nature or the circumstances under which it is disclosed, might reasonably be expected to be confidential and shall include any Personal Data (as such term is defined in Clause 18.1);

“Commercially Reasonable Efforts” means that the Party obliged to perform shall take all such steps and perform in such a manner as if that Party were acting, in a determined, prudent and reasonable manner, to achieve the desired result for its own benefit.

“Documentation” means any manual and/or user instructions in digital or print form supplied by Gillett to enable proper use of iRota.

“Enhancement” means a modification to improve and/or add functionality to the software, not because of an error.

“Fee” means the Subscription and any other fees, costs or charges agreed between the parties in accordance with these T&Cs.

“Gillett” means Gillett Limited

“Intellectual Property Rights” means patents, registered designs, trademarks and service marks (whether registered or not), domain names, copyright, database right, moral right, design right and all similar property rights including those subsisting (in any part of the world) in inventions, designs, drawings, computer programs, confidential information, business names, goodwill and in applications for protection of the above rights.

“iRota” means cloud based service used for staff scheduling and management. The Subscriber will access iRota external to the Subscriber by use of any device capable of accessing the Service. The Cloud Service is built on dedicated virtual servers hosted in ISO 27001 Certified Data Centres independent of the Service Provider.

“Purchase Order” means each purchase order or any email requesting a Subscription, issued by the Subscriber and accepted by Gillett.

“Service Provider” or “Gillett” means the provider of iRota – Gillett Limited.

“Service User” means the organisation with a Subscription to use the iRota Cloud Service

“Subscribed Site” means the User’s geographical location(s) for which the Subscription covers.

“Subscriber” means the organisation which arranged a subscription to use iRota, and any users authorised by the Subscriber.

“Subscription” means the payment by the organisation which allows the use of iRota.

“Subscription Date” in relation to the Subscription is the first day of the second month following the date of the Purchase Order unless notified otherwise.

“Subscription Period” means any period beginning from an anniversary of the Commencement Date of the subscription.

“Technical Support” means the technical support for iRota to be provided pursuant to Clause 10.

“T&Cs” means these Terms and Conditions

“Update” means a new Version, or Release or Build of the software as follows:

“User” means Subscriber, and all authorised Users, provided with the Service.

3. GRANT OF SUBSCRIPTION

- 3.1. Subject to these T&Cs, the Service Provider hereby grants a Subscription to iRota for the Subscriber’s site(s) to use iRota and any documentation in accordance with these T&Cs.
- 3.2. The Subscriber may use iRota for processing data for the Subscriber’s normal business purposes.
- 3.3. The Subscriber will use iRota as a Cloud Service.
- 3.4. The Subscriber may use iRota only for the Subscribed Site(s) and with the number of users specified in the quotation/invoice.

- 3.5. The users registered on iRota may access iRota from any suitable device/browser capable of accessing the internet.
- 3.6. iRota is not subject to any time bars or embedded code that may cause the Service to cease to operate for any reason whatsoever except in the case of non-payment of the Subscription.
- 3.7. The Subscriber may NOT allow access to, or use of, iRota by any third party other than for the conduct of the Subscriber's business.
- 3.8. The Subscriber may not modify, alter, disassemble any part of iRota, or any files associated with it, and the Subscriber agrees not to interrogate, reverse assemble, reverse compile, reverse engineer or otherwise decompile or amend the Service, in whole or in part or modify, translate, create derivative copies of or copy the Software as a Service, in whole or in part or otherwise seek to reduce any object code or encrypted code of the Software as a Service to its source code and/or unencrypted form or access the data files other than from within the Service itself.

4. CLOUD SERVICE – STORAGE AND BACKUPS

- 4.1. iRota is cloud based and hosted, on behalf of Gillett Limited. The data is held securely. Physical and network security at all data centre locations are fully ISO 27001 certified by BSI.
- 4.2. Additional backups may also be kept with other approved Cloud Backup Providers as part of disaster recovery.

5. ACCEPTANCE OF iRota BY THE SUBSCRIBER

- 5.1. These T&Cs shall be deemed accepted by the Subscriber when iRota has been provided and the first access to the service made, irrespective of whether the system is used for evaluation/testing or as a result of purchasing a subscription.
- 5.2. The Service Provider shall provide all reasonable assistance with the implementation and configuration of iRota.
- 5.3. The Service Provider reserves the right to charge for implementation and configuration; and some forms of assistance, the fees for which will be agreed before commencement of the subscription.
- 5.4. As soon as the Subscriber has been given access to use iRota, the Subscriber is advised to satisfy itself that the Service performs to the requirements of the Subscriber, through testing/validating at a level necessary for whatever purposes the Subscriber wishes to use all or any part or parts of iRota.
- 5.5. Where the Service Provider has been involved in the set up and/or data transfer and/or data entry, the Subscriber is advised to check that iRota has been fully configured in accordance with any instructions given to the Service Provider. The Service Provider cannot in any way be held liable for any errors or omissions or for any consequences of any errors or omissions in the work the Service provider has been requested to carry out.
- 5.6. If, after testing/validating iRota, and within 60 days, the Subscriber finds that it does not materially conform to the Subscriber's requirements, the Subscriber shall promptly notify the Service Provider in writing with a description of its reasons for reaching such determination and the Service Provider shall use all reasonable endeavours to resolve, as quickly as is reasonably possible. The Service Provider does not accept liability for the result or consequence of any errors in the service.
- 5.7. In the absence of notification to the Service Provider, within 60 days, regarding any non-conformity of iRota to the Subscriber's requirements the Service Provider shall assume that the Subscriber has accepted iRota and that iRota meets the requirements of the Subscriber for whatever purposes the Subscriber wishes to use all or any part or parts of iRota.

6. SUBSCRIBER OBLIGATIONS

- 6.1. The Subscriber must be satisfied that iRota performs to the requirements of the Subscriber.
- 6.2. The Subscriber shall test and validate iRota to a level necessary for whatever purposes the Subscriber wishes to use all or any part or parts of the Software.

- 6.3. The Subscriber must satisfy itself that iRota meets the requirements of any Regulatory Authority that has an interest in the whole or any part or parts of the Software.
- 6.4. The Subscriber should report any errors or loopholes found in iRota.

7. TERMS OF PAYMENT FOR A SUBSCRIPTION

- 7.1. The Subscription commences on the first day of the second month following the date of the Purchase Order, or receipt of a formal order, unless specified otherwise by the Service Provider.
- 7.2. No commitment to provide a Subscription and/or Services shall be binding under these T&Cs unless a Purchase Order, or similar confirmation by email or electronic messaging/purchasing system has been received by Gillett from an authorised person.
- 7.3. The Subscription shall continue until the Service Provider receives notification of cancellation in writing.
- 7.4. Subscriptions shall be paid in advance. Confirmation of payment method, such as standing order, must be in place prior to commencement of service.
- 7.5. Subscription Fees are non-refundable if the Subscriber cancels the Subscription.
- 7.6. The Service Provider shall submit appropriate VAT invoices/receipts for payments of the Subscription and any other charges due. Value Added Tax, where applicable, will be shown separately on all invoices as a strictly net extra.
- 7.7. All invoices submitted by the Service Provider are strictly net.
- 7.8. The correct Purchase Order number (if supplied) will be quoted on all invoices submitted by the Service Provider.
- 7.9. Should the Subscriber not wish to accept any increases in fees, the Subscription may be cancelled by the Subscriber in writing to the Service Provider.
- 7.10. Any increase in the Subscription shall be limited to the percentage increase in RPI over the previous twelve (12) months.
- 7.11. The Service Provider's standard terms for payment are in advance by standing order/BACS.
- 7.12. If any Standing Order/BACS payment is not received the Service Provider reserves the right to withdraw the Service until subscriptions are up to date.
- 7.13. If the Subscription is not paid within 30 days of the due date, the Subscription may be deemed as a non-renewal and be cancelled and iRota will cease to be available on the last day of the month following.
- 7.14. If the Subscriber chooses not to renew the Subscription an option will be available for the Subscriber to pay a lower Subscription fee to keep the Service open only for access to historical data and without the ability to add/amend/delete. Alternatively, reports may be printed by the Subscriber up to the last day of the month following the expiry of the subscription.
- 7.15. Any payment for an undisputed bona fide invoice not received by the due date shall be subject to an interest charge of one-point five percent (1.5%) on the accumulated outstanding balance each month.
- 7.16. If any invoice submitted by The Service Provider is defective or relates to services performed otherwise than in accordance with The Service Provider's obligations under these T&Cs, payment may be withheld only of the amount related to the disputed item, without prejudice to any other rights or remedies. The Service Provider must be notified of any dispute within fifteen days of receipt of the invoice. Both parties shall attempt to settle such dispute in good faith within fourteen days of such notification failing which the parties shall refer such dispute for dispute resolution.

8. ANNUAL SUBSCRIPTION OPTION

- 8.1. The Subscriber shall pay an Annual Subscription to use iRota.
 - 8.1. The subscription is on an annual auto-renewal basis
- 8.2. The Service Provider will provide a quote before the renewal period giving the subscription fees for the next period.

- 8.3. The Service Provider reserves the right to increase the fee mid period, and will notify the Subscriber, due to increased use of the service (e.g. Increase in number of registered users)
- 8.4. Any increase in the Subscription Renewal shall be limited to the percentage increase in RPI over the previous twelve (12) months subject to clause 8.3.
- 8.5. The Service Provider's standard terms for payment are one year in advance by standing order/BACS. Longer periods are available on request.

9. MONTHLY SUBSCRIPTION OPTION

- 9.1. The Subscriber shall pay a monthly Subscription to use iRota.
- 9.2. The subscription is on a monthly auto-renewal basis.
- 9.3. The Service Provider reserves the right to increase the Subscription by giving the Subscriber a minimum of sixty (60) days' notice of the effective date of such increase.
- 9.4. Any increase in the Subscription Renewal shall be limited to the percentage increase in RPI over the previous twelve (12) months subject to clause 9.3.
- 9.5. In the absence of formal agreement on number of registered users, the Service Provider reserves the right to increase the fees due to increased use of the service (e.g. Increase in number of registered users) and will give the Subscriber a minimum of thirty (30) days' notice of the increase
- 9.6. The Service Provider's standard terms for payment are one month in advance by standing order/BACS

10. TECHNICAL SUPPORT INCLUDED IN THE SUBSCRIPTION

- 10.1. Technical Support shall be provided conditional on payment of the Subscription for the Service being up to date and not in arrears.
- 10.2. Technical/Training Support shall be provided to one single point of contact on the Subscriber's site.
- 10.3. It is the responsibility of the Subscriber to ensure that all users are adequately trained to use iRota.
- 10.4. All reasonable endeavours will be made to respond to a request for support, from one central point on the Subscriber's site, by email or webform submission within twelve (12) working hours.
- 10.5. Support shall include: error ('bug') fixes, 'hand holding', 'how to use', all minor system enhancements instigated by the Service Provider, advice and help on all changes to setup and, as far as is possible, repairs to the Subscriber's data caused by an error in the Service.
- 10.6. Owing to the size, complexity and individuality of some computer systems the Service Provider cannot guarantee to provide system support i.e. for problems arising from iRota running on a particular device, browser, or in conjunction with any 'plug ins'. The Service Provider reserves the right to charge at the Service Provider's daily fee rate for any work carried out under this Clause.
- 10.7. Repairs to the data on the Service because of incorrect use, or abuse of the Service, or exploitation of an error or loophole either intentional or unintentional found in the Service are chargeable at the Service Provider's applicable fee rates prevailing at the time of such repairs
- 10.8. The Subscriber and/or end users have a duty to report any errors, or loopholes, found in iRota.

11. SERVICE UPDATES AND ENHANCEMENTS

- 11.1. The Service Provider will continuously work to improve iRota and may add, amend or delete features as decided by the Service Provider from time to time.
- 11.2. The Service Provider shall update iRota from time to time to enhance the Subscriber's use of iRota.
- 11.3. The Subscriber agrees to allow access to the Subscriber's Service at any time to update/amend/correct the Service.
- 11.4. Enhancements to iRota may be requested by the Subscriber at any time and, if accepted by the Service Provider, are chargeable at the Service Provider's discretion and at the Service Provider's fees agreed in advance.

- 11.5. Enhancements will be considered for inclusion in iRota on condition that the enhancement would be without detriment to other users of iRota.

12. CANCELLATION

- 12.1. Subscription Fees and setup costs are non-refundable if the Subscriber cancels the Subscription
- 12.2. The Subscriber may give notice in writing to the Service Provider to cancel the Subscription.
- 12.3. If Subscriber gives notice to cancel, any monies outstanding to the Service Provider for the Subscription shall immediately become payable.
- 12.4. In the event the Subscriber gives notice to cancel no monies shall be due to the Subscriber for any unused portion of the subscription.
- 12.5. The Service Provider may cancel the Subscription at any time by giving the Subscriber one (1) month notice in writing.
- 12.6. If the Service Provider cancels the Subscription the Subscriber shall have full use of the software until the end of the month following but without technical support.
- 12.7. If the Service Provider cancels the Subscription the Service Provider shall refund an amount (if already paid by the Subscriber) equivalent to the unexpired portion (complete months) of the current Subscription.
- 12.8. In making any refund The Service Provider shall deduct any monies owing to The Service Provider in respect of any other invoices, if any, issued under these T&Cs.
- 12.9. If either the Service Provider or Subscriber is in breach of these T&Cs and does not remedy the breach within 30 days of notice from the other party so to do (if capable of remedy) the other party may terminate the Subscription immediately by notice to the party in breach.
- 12.10. If the Service Provider shall compound or make any arrangement with its creditors or have a receiver appointed over all or any part of its assets or go into liquidation (whether voluntary or otherwise) save as part of a bona fide reconstruction not involving insolvency or shall take or suffer to be taken any similar action as a result of its liability to pay its debts or its insolvency it shall promptly so notify the Subscriber in writing giving particulars of the circumstances whereupon the Subscriber may terminate the subscription immediately by notice.
- 12.11. The Subscriber may terminate the Subscription immediately by notice if the Service Provider presents its own or has presented against it a bankruptcy petition or a bankruptcy order is made against it;
- 12.12. The Subscriber may terminate the Subscription immediately by notice in the event that the Service Provider proposes a voluntary arrangement within the meaning of Section 1 or Section 253 of the Insolvency Act 1986, or an interim order is made in relation The Service Provider under Section 252 of the Insolvency Act 1986, or any other steps are taken or negotiations commenced by the other party or any of its creditors with a view to proposing any kind of composition, compromise or arrangement involving The Service Provider and any of its creditors.
- 12.13. If at any time during the term of the Subscription, there shall be any change in the legal or beneficial ownership of the Software the Service Provider shall notify the Subscriber in writing; and
- 12.14. The Subscriber may, upon receiving notice or otherwise becoming aware of a change in the legal or beneficial ownership of the Software, terminate the subscription immediately by notice in writing to the Service Provider if it considers in its sole discretion that such change of ownership is prejudicial to its interests.
- 12.15. The termination of the Subscription shall be without prejudice to the rights and remedies of either party which may have accrued up to the date of termination.

13. LIABILITY

- 13.1. Unless expressly stated within the T&Cs, no other warranty or representation, either expressed or implied, is given in respect of the Subscription, Service, Cloud Service or Documentation regarding quality, merchantability, performance, or fitness for a specific use

- 13.2. The information and the rules/calculations written into the system have been provided by parties external to the Service Provider. The Service Provider cannot be held liable in any way whatsoever, for any errors or the consequence of any errors in that information or rules/calculations.
- 13.3. The Service Provider shall not under any circumstances, be responsible for the Subscriber's data recorded in the Service, or liable for any loss of that data howsoever caused, or liable for any loss caused by interruptions to the Service.
- 13.4. When the Subscriber uses the Service, the Subscriber assumes the risk as to its quality, performance and fitness for use and its compliance with any regulations.
- 13.5. In no event, shall either party be liable to the other for consequential, incidental or special damages arising from any claim or action hereunder, based on contract, tort or other legal theory, and whether advised of the possibility of such damages.
- 13.6. In no event, shall either party be liable for damages for any cause whatsoever in an amount more than the amounts paid and payable by the Subscriber to the Service Provider since the commencement of a current Subscription.
- 13.7. Gillett has Public Liability (£5m), Employers Liability (£10m) and Profession Indemnity (£1m) insurance and shall on request provide proof of cover in the form of a valid insurance certificate.

14. COMPLIANCE WITH REGULATIONS

- 14.1. The information to enable the Service Provider to create iRota has been ascertained from various sources, external to the Service Provider, and through conversations with prospective users and other interested parties.
- 14.2. It is solely the Subscriber's responsibility to ensure that iRota provides the Subscriber with the relevant information/functionality to enable the Subscriber to comply with any relevant regulatory bodies.
- 14.3. Both parties hereby acknowledge and agree that the Service Provider shall not be liable for the Subscriber's non-compliance with any Regulatory Licence or any other statutory or regulatory provisions howsoever arising.
- 14.4. In the event that the Subscriber ascertains that iRota does not meet relevant regulations the Service Provider shall endeavour to amend iRota accordingly without charge.

15. WARRANTY

- 15.1. The Service Provider warrants to the Subscriber that the Service Provider has title to and sole ownership of the Service and has the right to market it by Subscription in respect thereof free of any liens, claims and encumbrances.
- 15.2. The Service Provider warrants to the Subscriber the Service will perform materially in accordance with the specifications detailed in any Documentation or Internet Site, though enhancements and alterations to the Service may be made at any time which may not appear in the Documentation or Internet Site until a later date.
- 15.3. The Service Provider warrants to the Subscriber it will use all commercially reasonable efforts to ensure no portion of iRota contains any unauthorised code such as a virus, Trojan Horse, worm, or other software routine or hardware component designed to permit unauthorised access used to disable, erase, or otherwise harm software, hardware, or data automatically.
- 15.4. The Service Provider does not warrant that iRota is error free.
- 15.5. If an error is found in iRota the Service Provider shall correct it, free of charge under these T&Cs.
- 15.6. The Service Provider does not warrant that the Service will operate in every hardware/software environment, owing to the diversity of equipment which may be in use.

16. INTELLECTUAL PROPERTY RIGHTS/OWNERSHIP

- 16.1. The Intellectual Property Rights in the Service are the property of the Service Provider and these T&Cs shall not serve to transfer any rights, licences or ownership in the Service other than as expressly provided for herein.
- 16.2. The Service Provider may, at any time and at its sole discretion, assign ownership or title of iRota and any T&Cs related to it, to a third party.
- 16.3. If intellectual rights/ownership of iRota is assigned to a third party, the Service Provider shall notify the Subscriber in writing prior to such assignment.
- 16.4. If intellectual rights/ownership of iRota is assigned to a third party, the Subscriber shall have the option to cancel the Subscription.
- 16.5. If intellectual rights/ownership of the Software is assigned to a third party any liability under these T&Cs shall pass to the third party.

17. CONFIDENTIALITY

- 17.1. See the Service Provider's [Data Protection, Privacy and Consent Statement for iRota](#)
- 17.2. At the request of the Subscriber the Service Provider will sign a Confidentiality or Non-Disclosure Agreement with the Subscriber. If that agreement exists then it will take precedent over the remainder of this section.
- 17.3. Each Party agrees and undertakes to use the other Party's Confidential Information solely in the performance of its obligations under these T&Cs, and to treat and safeguard such Confidential Information as private and confidential during the currency of the Subscription and for a period of five (5) years after its termination for whatever reason or for as long as the Confidential Information remains confidential, whichever is the longest period.
- 17.4. On termination of the Subscription (howsoever occasioned), each Party shall return to the other any Confidential Information within its possession or control as may belong to the other Party, or warrant that the information is destroyed.
- 17.5. The provisions of this Section shall not apply to any information which is or becomes public knowledge other than by breach of this Section.
- 17.6. The provisions of this Section shall not apply to any information which is in the possession of the receiving Party without restriction in relation to disclosure before the date of receipt from the disclosing Party.
- 17.7. The provisions of this Section shall not apply to any information which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure.

18. DATA PROTECTION

- 18.1. Also see:
 - 18.1.1 [Data Protection, Privacy and Consent Statement for iRota](#)
 - 18.1.2 [iRota Data Processing Addendum \(DPA\)](#)
- 18.2. Where the Service Provider is required to process any information, which is owned or controlled by the Service user and which relates to a living, identifiable individual ("Personal Data") to provide Services under these T&Cs, the Service Provider undertakes to process the Personal Data in accordance with the Subscriber's written instructions.
- 18.3. On termination of the Subscription, for whatever reason, the Service Provider shall cease to use the Personal Data and shall arrange for the prompt and safe return to the Subscriber of any Personal Data together with all copies in its possession or control or warrant that the information is destroyed.

19. FORCE MAJEURE

- 19.1. Neither party shall be liable for, nor be deemed to be in default, on account of any delay in completion or the performance of any other act under these T&Cs due to circumstances which are beyond the party's

reasonable control ("Force Majeure"), provided that the party claiming hereunder shall notify the other with all possible speed specifying the cause and probable duration of the delay or non-performance and shall minimise the effects of such delay or non-performance.

- 19.2. If the performance by either party of any of its obligations under these T&Cs is prevented or delayed by Force Majeure the parties shall enter into bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable in the circumstances;

20. ASSIGNMENT

- 20.1. The Service Provider may, at any time and at its sole discretion, assign ownership or title of iRota and any Subscriptions related to it, to a third party.
- 20.2. If the ownership/title of iRota is assigned to a third party and the Subscriber decides not to cancel the Subscription, then the benefit, obligations and liabilities of these T&Cs shall pass to the third party.
- 20.3. The Subscriber shall be entitled at any time by notice in writing to the Service Provider to assign the whole or any part of its rights and obligations under these T&Cs to any Affiliate or to any successor in title to the whole or part of that part of the Subscriber's business or organisation which relates to the Service.

21. SECURITY AND HEALTH AND SAFETY

- 21.1. The Service Provider shall, and shall ensure, that its personnel comply with the Subscriber's Security and Health and Safety Policies as notified to the Service Provider in advance in writing from time to time.

22. GENERAL

- 22.1. These Terms and Conditions may be amended at any time without notice. The latest version of these T&Cs always applies and is available on request or on www.gillett.co.uk/terms
- 22.2. These T&Cs supersedes all previous licences/agreements.
- 22.3. If the Subscriber does not accept the amended T&Cs, the Subscription is cancelled under Clause 12.2
- 22.4. If any clause in these T&Cs is declared unenforceable or void by any competent authority or court, it shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect the remaining terms which shall continue unaffected.
- 22.5. These T&Cs shall be governed by, and construed in accordance with, the laws of England and both parties submit to the exclusive jurisdiction of the English courts for all purposes connected these T&Cs.
- 22.6. Should a purchaser decide to utilise iRota outside of the UK, liability shall be limited to claims arising from the UK only.
- 22.7. Except as expressly provided for these T&Cs, no person who is not a party to these T&Cs shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any part of these T&Cs.

Version	Date	Summary of changes	Owner / edited by
1	22/05/18	Initial document to replace separate monthly and annual subscription agreements	John Gillett
2	14/11/19	Added Insurance details to section 13 and geographical limitations to section 22	Peter Gillett
3	25/11/19	Added insurance cover limits to section 13	Peter Gillett
4	25/05/22	Updated 7.10 to limit price increases to the percentage increase in RPI	John Gillett
5	25/07/23	Expanded 18.1 to add reference to iRota Data Processing Addendum (DPA). Updated other web links in document	Peter Gillett
6	05/09/24	4.1 Removed the name/physical address of the hosting provider. 4.3 Removed option to install on an alternative host. Updated 8.4 & 9.4 to limit price increases to the percentage in RPI. 10.4 Changed telephone to webform. Updated links in 17.1, 18.1, 22.1	John Gillett

Review date	Reviewed by