



Part 2 – Terms and Conditions

It is agreed as follows:

1 Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions. In this agreement, the following terms shall have the following meanings:

Business Day	means a day other than a Saturday, Sunday, or public holiday in England when banks in London are open for business;
Commencement Date	the date on which the last party signs this agreement;
Commission	has the meaning given to it in clause 6.1;
Competing Product	any digital fire logbook product that is available for use in the UK;
Data Protection Legislation	all applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the UK GDPR (which shall have the meaning given to it in section 3(10), as supplemented by section 205(4), of the DPA 2018); and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;
Data Subjects	means the data subjects, as defined in the Data Protection Legislation, of the Shared Personal Data, being employees, officers or contractors of the Partners Customers whose details are uploaded to the Tio Platform;
Intellectual Property Rights	all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection existing now or in the future in any part of the world;
Initial Commission	the commission payable by Tio to the Partner in respect of the first Subscription Year of a Relevant Subscription, the value of which shall be set out in the Front Sheet, as updated in accordance with clause 16.2;
Introduction	the introduction by the Partner to Tio of an employee at a Partner Customer (in accordance with clause 3.2) who is of sufficient seniority to authorise or recommend the purchase of the Services from Tio; Introduce , Introduces , and Introduced shall be interpreted accordingly;
Ongoing Commission	the commission payable by Tio to the Partner in respect of each Subscription Year after the first Subscription Year in relation to a Relevant Subscription, the value of which shall be calculated in accordance with Appendix A, as updated in accordance with clause 16.2;
Partner Customer	a customer, prospective customer, contact or opportunity of the Partner's, to whom Tio has not at any time previously provided access to the Tio Platform;
Partner Customer Data	all data about Partner Customers (if any) uploaded by the Partner to the Tio Platform for the purposes of making Introductions;
Partner Pack	the "partner pack" provided by Tio to the Partner, as may be updated or replaced by Tio from time to time by written notice;
Partner Representative	the contract manager for the Partner, set out in the Front Sheet, as the Partner may update from time to time by giving written notice to Tio;
Quarter	each quarter during the Term, commencing on 1 April, 1 July, 1 October and 1 January;
Relevant Subscription	a contract, as it may be renewed, extended or amended, between Tio and a Partner Customer for a paid subscription to the Tio Platform facilitated by the Unique URL and entered into during the Term, which shall be deemed to commence after the end of any free trial period;
Shared Personal Data	means personal data, as defined in the Data Protection Legislation, included within the Partner Customer Data;
Subscription Year	each 12 month period of a Relevant Subscription, commencing on the start date of that Relevant Subscription (excluding any free trial period) or the relevant anniversary of that start date;
Term	the term of this agreement, as provided for in clause 2;
Tio Platform	the 'Tio Fire Safety' application, owned and provided by Tio, more fully described at tiofiresafety.com , as updated from time to time;



Tio Platform Terms and Conditions	the terms and conditions that apply between Tio and any Tio Customer (including the Partner), which are set out here: https://tiofiresafety.com/legal/terms-conditions/ , as updated by Tio from time to time in accordance with those terms;
Tio Privacy Policy	Tio's privacy policy, which is set out here: https://tiofiresafety.com/legal/privacy-policy/ , as updated by Tio from time to time in accordance with that policy;
Tio Representative	the contract manager for Tio, set out in the Front Sheet, as Tio may update from time to time by giving written notice to the Partner;
Topic	a category against which a logbook entry can be made within the Tio Platform, as set out in Table A of Appendix A;
Unique URL	a URL made available by Tio to the Partner (which may be accessed via a hyperlink or QR code) via which a Partner Customer can subscribe to the Tio Platform, and which allows Tio to identify whether such subscriber is a Partner Customer and therefore whether Commission is payable to the Partner.
1.2	In this agreement, unless the context otherwise requires:
1.2.1	the headings are inserted for ease of reference only and shall not affect the construction of this agreement;
1.2.2	any phrase introduced by the terms "include", "including", "particularly" or "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
2	Commencement & Duration
2.1	This agreement shall commence on the Commencement Date and shall continue indefinitely unless and until terminated earlier in accordance with clause 12.
3	Introduction of Partner Customers
3.1	Tio appoints the Partner on a non-exclusive basis to make Introductions of Partner Customers to Tio in accordance with clause 3.2 and the remaining terms of this agreement.
3.2	After the Commencement Date, and from time to time during the Term, the Partner shall:
3.2.1	share a Unique URL with Partner Customers directly, by adopting the marketing methods set out in clause 4.1; and/or
3.2.2	upload to the Tio Platform details of Partner Customers, so that Tio can contact them with a Unique URL.
3.3	If a Partner Customer purchases a Relevant Subscription, Tio shall pay the Initial Commission to the Partner in accordance with clause 6.1.1.
3.4	If a Partner Customer renews the Relevant Subscription for one or more subsequent Subscription Years, Tio shall pay the Ongoing Commission to the Partner in accordance with clause 6.1.2.
3.5	The Partner shall:
3.5.1	work with Tio faithfully and diligently and not to allow its interests to conflict with its duties under this agreement; and
3.5.2	use its best endeavours to make Introductions of Partner Customers pursuant to clause 3.2.
4	Marketing
4.1	Subject to clause 8, the Partner may market the Tio Platform directly to the Partner Customers by sharing a Unique URL. Such Unique URL may be shared with Partner Customers:
4.1.1	in a hyperlink via email, text, WhatsApp or any other messaging service, and / or (subject to clause 4.2) via the Partner's website;
4.1.2	in a hyperlink embedded in a company-wide email signature banner, made available by Tio from time to time;
4.1.3	in a QR code on any leaflet made available by Tio from time to time; and / or
4.1.4	by such other means as the Partner and Tio may agree.
4.2	Where the Partner wishes to use Tio's logo or other branding on its website, it must obtain Tio's prior written consent.
4.3	Subject to the restrictions and requirements in clause 8 and the Partner Pack, the parties may by agreement make a joint announcement (at such time and on such platforms as the parties may agree).
5	Restrictions on the Partner
5.1	When using the Tio Platform (in order to comply with clause 3.2 or otherwise), the Partner shall be bound by the Tio Platform Terms and Conditions.
5.2	In carrying out its obligations under this agreement, the Partner shall not:
5.2.1	have any authority, and shall not hold itself out, or permit any person to hold itself out, or otherwise create the impression that it is authorised to bind Tio in any way, and shall not do any act which might reasonably create the impression that the Partner is so authorised; or
5.2.2	without Tio's prior written agreement, make or enter into any contracts or commitments or incur any liability for or on behalf of Tio, including for the provision of the access to the Tio Platform or the price for access to the Tio Platform, and shall not negotiate any terms for the provision of the Tio Platform with Partner Customers.
5.3	Where a Partner Customer is Introduced by the Partner and the Partner Customer then introduces Tio to a third party who purchases access to the Tio Platform from Tio, the Partner shall not, by virtue of such initial Introduction, be deemed to have Introduced the third party to Tio, unless those third parties have previously been Introduced under this agreement.
5.4	The Partner cannot, at any time during the Term, promote a Competing Product in the UK. For the purpose of this clause, "promote" shall mean undertaking any form of marketing of the product or having in place a referral arrangement with the supplier of a Competing Product that is the same as or similar to the referral arrangement provided for in this agreement.
6	Commission and payment



- 6.1 The amount of Commission payable under clause 3.3 and clause 3.4 shall be calculated as follows:
- 6.1.1 in respect of Commission payable under clause 3.3 (i.e. during the first Subscription Year), the Partner shall be entitled to the Initial Commission;
- 6.1.2 in respect of Commission payable under clause 3.4 (i.e. during any subsequent Subscription Year), the Partner shall be entitled to the Ongoing Commission, (together, the **Commission**).
- 6.2 Tio shall, after the end of each Quarter, send to the Partner a written statement setting out, in respect of the immediately preceding Quarter, and in respect of each Relevant Subscription:
- 6.2.1 the Commission payable to the Partner in respect of that Quarter; and
- 6.2.2 how the Commission has been calculated.
- 6.3 Tio shall pay the Partner, within sixty (60) days following the end of each Quarter, the Commission notified to the Partner as being payable in respect of the immediately preceding Quarter pursuant to clause 6.2.
- 6.4 Commission shall be payable to the Partner in pounds sterling, to the Partner's agreed bank account, as detailed in the Front Sheet (as the Partner may update from time to time by giving written notice to Tio and Tio verifying accordingly).
- 6.5 All sums payable under this agreement:
- 6.5.1 unless stated otherwise, are exclusive of value added tax or other applicable sales tax, which shall be added to the sum in question;
- 6.5.2 shall be paid in full without any deductions (including deductions in respect of items such as income, corporation, or other taxes, charges and/or duties) except where the payer is required by law to deduct withholding tax from sums payable to the payee. If the payer is required by law to deduct withholding tax, then the payer and the payee shall co-operate in all respects and take all reasonable steps necessary to:
- (a) lawfully avoid making any such deductions; or
- (b) enable the payee to obtain a tax credit in respect of the amount withheld.
- 6.6 If Tio fails to make any payment due to the Partner under this agreement by the due date for payment, then Tio shall pay interest on the overdue amount at the rate of 2% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. Tio shall pay the interest together with the overdue amount.
- 6.7 If any dispute arises as to the amount of Commission payable by Tio to the Partner, the same shall be referred to an independent auditor for settlement and their decision, save in the case of manifest error, shall be final and binding on both parties. The cost of such independent auditor shall be borne by whichever party is determined to be incorrect its calculation of the Commission.
- 6.8 No Commission or other compensation shall be payable where:
- 6.8.1 Tio contracts with a third party in the circumstances described in clause 5.3; or
- 6.8.2 the Partner breaches any term of this agreement, provided that where the Partner has rectified the breach to Tio's reasonable satisfaction, such Commission shall become payable.
- 7 Obligations of Tio**
- 7.1 Tio shall act in good faith towards the Partner.
- 7.2 Tio shall, on request, provide the Partner with such information that the Partner reasonably requires in order to perform its duties under this agreement.
- 7.3 Tio shall keep Partner Customer Data uploaded to the Tio Platform separate from any other data on the Tio Platform.
- 7.4 Tio shall provide to Partner Customers that take up a Relevant Subscription, such support as it offers to its other customers under the terms of the Tio Platform Terms and Conditions and its service level agreement.
- 7.5 Tio shall inform the Partner as soon as reasonably practicable if it suspends or ceases to offer the Tio Platform.
- 7.6 Tio shall not be responsible for any expenses incurred by the Partner in connection with this agreement.
- 7.7 Tio shall be under no obligation to enter into a Relevant Subscription with any Partner Customer.
- 8 Intellectual property**
- 8.1 For the purposes of clause 4, each party grants the other the non-exclusive right to make use of its trade marks and logos (as relevant, and as reasonably specified by the licensing party), subject always to the remaining provisions of this clause 8.
- 8.2 Where and to the extent that one party, as licensee, is permitted as a matter of this agreement to use any relevant trade mark(s) and/or logo(s) belonging to the other party, as licensor:
- 8.2.1 the licensee shall comply with any reasonable brand guidelines or other instructions for use of the relevant trade mark(s) and/or logos(s) provided by the licensor from time to time;
- 8.2.2 the licensee shall not, without the express prior written consent of the licensor, sub-license, transfer or otherwise deal with the rights of use granted under this agreement;
- 8.2.3 any goodwill that accrues as a result of the licensee's use of the relevant trade mark(s) and/or logo(s) in connection with this agreement shall accrue to the licensor; and
- 8.2.4 the licensor warrants that use by the licensee of the relevant trade mark(s) and/or logo(s) in the manner permitted by this agreement shall not infringe the Intellectual Property Rights of any third party.
- 8.3 All Intellectual Property Rights belonging to a party prior to the date of this agreement shall continue to belong to that party, subject only to the grant of such licences to the other party as are envisaged by clause 8.1. For the avoidance of doubt, subject to any specific Intellectual Property Rights assigned to the Partner in accordance with clause 8.4, the Intellectual Property Rights in the Tio Platform shall remain the property of Tio or Tio's licensor(s).
- 8.4 In the event that any Intellectual Property Rights are created or acquired by a party in the course of carrying out any activities under or in connection with this agreement, the parties shall agree in good faith to whom those Intellectual Property Rights should belong. Once agreed, the parties shall, at their own cost, take all steps reasonably necessary to assign such Intellectual Property Rights to the relevant party, with full title guarantee and free from third party rights.
- 9 Confidentiality**



- 9.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 9.2.
- 9.2 Each party may disclose the other party's confidential information:
- 9.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall procure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 8; and
- 9.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 9.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.
- 9.4 All documents and other records (in whatever form) containing confidential information supplied to or acquired by the Partner from Tio shall be returned promptly to Tio on termination of this agreement, and no copies shall be kept, whether digitally or otherwise.
- 10 Compliance**
- 10.1 Each party shall at its own expense comply with all laws and regulations relating to its activities under this agreement, as they may change from time to time, and with any conditions binding on it in any applicable licences, registrations, permits and approvals.
- 11 Data protection**
- 11.1 In this clause 11, the terms **controller**, **processor**, **processing** and **personal data breach** shall have the meanings given to them in the Data Protection Legislation.
- 11.2 The parties agree that, if they share and process Shared Personal Data in connection with making Introductions, they will be joint controllers in accordance with the Data Protection Legislation and the terms of this clause 11 shall apply to the sharing and processing of such Shared Personal Data.
- 11.3 For the avoidance of doubt, if a Partner Customer sets up an account on the Tio Platform and / or purchases a Relevant Subscription, the Partner Customer shall submit personal data required for these purposes directly to Tio, and Tio shall hold this personal data independently as a controller in its own right. This personal data shall not be considered to be "Shared Personal Data" for the purposes of this agreement.
- 11.4 In respect of the Shared Personal Data, each party shall:
- 11.4.1 comply with its obligations under Data Protection Legislation applicable to the processing of the Shared Personal Data;
- 11.4.2 implement and maintain appropriate technical and organisational security measures to protect the Shared Personal Data;
- 11.4.3 pay the appropriate fees to the Information Commissioner's Office, as required by the Data Protection Legislation, to allow it to process the Shared Personal Data;
- 11.4.4 comply with its obligations, where applicable, to notify personal data breaches to the Information Commissioner's Office and affected Data Subjects;
- 11.4.5 provide reasonable assistance to the other party to facilitate the handling of any personal data breach in an expeditious and compliant manner;
- 11.4.6 notify the other party without undue delay if it becomes aware of any request by a Data Subject to exercise any rights under the Data Protection Legislation (**Rights Request**), where that party reasonably considers that the Rights Request should be handled by the other party; and
- 11.4.7 provide such assistance to the other party as is reasonably required to enable the other party to comply with Rights Requests.
- 11.5 The Partner warrants that it is entitled to provide the Shared Personal Data to Tio.
- 11.6 The Partner shall:
- 11.6.1 ensure that it has provided all required notices to the Data Subjects to enable the Partner to share the Shared Personal Data with Tio, including a privacy notice or other communication explaining to the Data Subjects that their personal data will be shared with Tio in connection with the Introductions;
- 11.6.2 ensure that it has an appropriate lawful basis under the Data Protection Legislation to share the Shared Personal Data with Tio;
- 11.6.3 take all reasonable steps to ensure that the Shared Personal Data is accurate when it is shared with Tio;
- 11.6.4 notify Tio without undue delay if it becomes aware that any of the Shared Personal Data is inaccurate or requires updating or erasing; and
- 11.6.5 ensure that the Shared Personal Data is limited to only the personal data necessary for the purposes of making Introductions.
- 11.7 Tio shall:
- 11.7.1 make the Tio Privacy Policy available to relevant Data Subjects at the point at which the relevant Partner Customer sets up an account, and on request by any relevant Data Subjects;
- 11.7.2 ensure that it has an appropriate lawful basis under the Data Protection Legislation for Tio's processing of the Shared Personal Data;
- 11.7.3 not share the Shared Personal Data with any third parties, except Tio's suppliers as required to enable Tio to carry on its business;
- 11.7.4 notify the Partner without undue delay if Tio becomes aware of any personal data breach affecting the Shared Personal Data; and
- 11.7.5 not retain or process the Shared Personal Data for longer than is necessary in connection with the Introductions and shall securely delete the Shared Personal Data when it is no longer necessary for these purposes (provided that, for the avoidance of doubt, this shall not require Tio to delete any personal data submitted separately by a Partner Customer in creating an account on the Tio Platform and/or purchasing or managing a Relevant Subscription).
- 11.8 In the event of a dispute, complaint or claim brought by a Data Subject or the Information Commissioner concerning the processing of Shared Personal Data against either or both parties, the parties will inform each other about any such disputes, complaints or claims, and will cooperate with a view to settling them amicably in a timely fashion.



- 11.9 Any breach by either party of this clause 11 shall be a material breach which entitles the other party to terminate this agreement in accordance with clause 12.2.1.
- 12 Termination**
- 12.1 Without affecting any other right or remedy available to it, either party may terminate this agreement by giving no less than thirty (30) days' written notice to the other party.
- 12.2 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
- 12.2.1 the other party commits a material breach of any term of this agreement where such breach is irremediable or (if remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;
- 12.2.2 the other party makes any voluntary arrangement with its creditors or becomes bankrupt or enters administration or goes into liquidation (otherwise than for the purposes of solvent amalgamation or reconstruction);
- 12.2.3 a security holder takes possession, or a receiver or administrative receiver is appointed, over all or any material part of the property or assets of the other party;
- 12.2.4 anything analogous to the events in 12.2.2 or 12.2.3 occurs to the other party under the law of any jurisdiction;
- 12.2.5 the other party ceases to carry on business.
- 12.3 Without affecting any other right or remedy available to it, Tio may terminate this agreement on notice with immediate effect if the Partner:
- 12.3.1 is in breach of the exclusivity restrictions in clause 5.4;
- 12.3.2 acts in a way that brings, or is likely to bring, Tio or its brand into disrepute, or (in Tio's reasonable opinion) damages Tio's public image, reputation or goodwill; or
- 12.3.3 undergoes a change of control (within the meaning of section 1124 of the Corporation Tax Act 2010).
- 13 Consequences of termination**
- 13.1 On termination of this agreement, Tio's liability to pay Commission shall cease.
- 13.2 Subject to clause 13.1, on termination of this agreement, the following clauses shall continue in force: clause 1, clause 6, clause 8 and clause 13 to clause 23 (inclusive).
- 13.3 Termination of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.
- 14 No partnership or agency**
- 14.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 14.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 15 Entire agreement**
- 15.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 15.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
- 16 Variation**
- 16.1 Tio may vary the terms of this agreement, from time to time on giving the Customer no less than thirty (30) days' prior written notice.
- 16.2 Tio may increase or decrease the Initial Commission and/or the Ongoing Commission (payable in respect of each Topic and/or overall), and/or the way in which Commission is calculated, by giving the Partner no less than thirty (30) days' prior written notice.
- 17 Assignment and other dealings**
- 17.1 This agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.
- 18 No automatic waiver**
- 18.1 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 18.2 No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 19 Severance**
- 19.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
- 20 Notices**
- 20.1 Any notice given to a party under or in connection with this agreement shall be in writing and sent to the other party's contract manager (being the Tio Representative or the Partner Representative, as the case may be). Notices must be sent by email to the email address set out in the Front Sheet, as updated from time to time by written notice in accordance with this clause 20.
- 20.2 A notice or other communication shall be deemed to have been received:
- 20.2.1 if delivered personally, when left at the address referred to in the Front Sheet;
- 20.2.2 if sent by pre-paid first class post or other next working day delivery service, at 9.00am on the second Business Day after posting;
- 20.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed;
- 20.2.4 or, if sent by email, one Business Day after transmission provided no error message is received by the sender.
- 20.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.



21 Third party rights

21.1 No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

22 Governing law

22.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

23 Jurisdiction

23.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).