

Responsible Recruitment Toolkit (RRT) and Clearview Terms & Conditions

By browsing the RRT website (located at the following URL: responsiblerecruitmenttoolkit.org/ and its subpages), subscribing to the RRT online tool, booking places on/attending RRT training or webinars, or paying the Clearview registration fee organisations and individuals agree to comply with and be bound by the following terms and conditions that govern their relationship with the Scheme Owner in relation to the RRT programme.

The RRT programme, website and Clearview scheme are owned by Stronger2gether Limited (registered in England (Company Registration No. 11598061) of Camberley House, 1 Portesbery Road, Camberley, Surrey GU15 3SZ (the Scheme Owner). Enquiries regarding these terms and conditions should be emailed to info@responsiblerecruitmenttoolkit.org.

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A. Terms and Conditions:

1. RRT website (and the RRT online tool hosted on the website)

- 1.1. The content of the pages and materials of the RRT website are for Users' general information and use only. It is subject to change without notice. The Scheme Owner, our partners and any third parties do not provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. Users acknowledge that such information and materials may contain omissions, inaccuracies or errors and we expressly exclude liability for these to the fullest extent permitted by law.
- 1.2. Use of any information or materials contained on the RRT website is entirely at Users' own risk, for which the Scheme Owner shall not be liable for any direct or consequential loss. Users are responsible for ensuring that any products, services or information available through the RRT website meet their specific requirements. It is strongly recommended that Users take legal or other professional advice as appropriate if they require any specific guidance in connection with the information available through the RRT website.
- 1.3. From time-to-time the RRT website may also include links to other websites. These links are provided for Users convenience to provide further information. They do not signify that the Scheme Owner endorse the websites. We have no responsibility for the content of the linked websites.
- 1.4. Users should ensure that they have appropriate security measures in place to protect them from any unintentionally damaging content within the RRT website or links from the RRT website.
- 1.5. Users may only create a link to the RRT website from another website or document with prior written consent. Please email the Scheme Owner (see contact details above) to enquire.

- 1.6. The Scheme Owner own intellectual rights of all content on the RRT website. Users are not permitted to copy or recreate the content.
- 1.7. Only business legal entities are permitted to subscribe at the 'full' level on RRT online tool (unless conditions described in 1.9 are met).
- 1.8. Subscribers are expected to be employed (or contracted on a long-term basis) directly by the subscribed business. Subscribers or other representatives of the subscribed business are not permitted to share RRT website content or share access to their subscription account with any party who is not also directly employed (or contracted on a long-term basis) by the subscribed business. Where a subscribed business shares access to their subscription account with a long-term contractor, e.g. an external consultant, the subscribed business is responsible for ensuring that the contractor only uses the subscription account according to these terms of use (i.e. not for the consultant's own commercial use).
- 1.9. At subscription, subscribers are required to provide an official business email address (associated with the business name subscribed under) in the 'email' field. Personal email addresses are not permitted. The Scheme Owner reserve the right to withdraw access to an account where a business email address is not provided.
- 1.10. NGOs/charities, trade associations, academic institutions, recruitment process outsourcing businesses, consultancies and consultants (unless individual consultants are contracted to work for a subscribed business on a long-term basis – see 1.8), require a partnership agreement to subscribe at the 'full' level on the RRT online tool or attend RRT online training. Please email the Scheme Owner (see contact details above) for more information.
- 1.11. Users may only use the RRT online tool to self-assess the subscribed business. Users confirm that the business details submitted at subscription are correct, including the business name. The Scheme Owner reserve the right to reject a subscription request if any Users are found to have submitted incorrect details, or to cancel a subscription without refund if any Users are found to be using RRT to assess a business which does not operate under the same business entity described at subscription (subscribed business).
- 1.12. Subscribed businesses are responsible for ensuring that parties who have left employment (or end a long-term contract) at the subscribed business no longer have access to the subscription account. A representative from the subscribed business should do this by:
 - a. Changing the account password (via the 'My Account' page)
 - b. Contacting the Scheme Owner (see contact details above) to request an update of the account contact email address (the email address used to log-in to the account).
- 1.13. The Scheme Owner reserve the right to withdraw access to an account where they believe that the contact details are no longer valid (i.e. the subscriber has left the subscribed businesses).
- 1.14. The subscriber can give permission to change the account contact email address (the email used to log-in to the account) if required (e.g. if responsibilities change) by contacting the Scheme Owner - see contact details above. If the subscriber is unable to give permission (e.g. they are on long-term leave) then another representative from the subscribed business can give permission. By making this request on behalf of the subscriber the representative confirms that they have the authority to do so.
- 1.15. The Scheme Owner use appropriate technical and organisational measures to back up data inputted into and contained on the website. Data back-up cannot be guaranteed. Where Scheme Owner become aware of data loss, Users will be notified.
- 1.16. The Scheme Owner operate procedures and security features to reduce the risk of unauthorised access to data inputted into the website. The transmission of any information via the internet is not completely secure and the data input by Users is done so at their own risk. Where Scheme Owner become aware of a data breach, Users will be notified.
- 1.17. All paid for 'full' level subscriptions on the online tool will last one year unless other terms apply. A subscriber can renew their 'full' subscription within 3 months of the expiry of their current subscription via their 'My Account' page once logged in to their account. The subscriber will need to provide subscription information to confirm renewal, and pay for the subsequent year's subscription fees. If a business does not renew their subscription before expiry of their current subscription, their subscription level will automatically change to 'entry' after the date of expiry.
- 1.18. For up to 2 years, subscribers can upgrade their level again when they wish to resume access to the enhanced functionality and their previous self-assessed data and reports. If data is not accessed (through an upgrade) within 2 years, the Scheme Owner reserve the right to delete it.
- 1.19. Supply Chain subscribers may request that suppliers with a 'Supply Chain', 'Full' or 'Full Free' level subscription link to them on the online tool using the template email and unique URL provided on the 'Connections' page.

1.20. Suppliers that link to Clients with a Supply Chain subscription do so in accordance with these Terms and Conditions and specifically acknowledge that they are making the connection willingly and agree that their client(s) will be able to view and export (but not edit) the following information submitted by the Supplier in the RRT online tool:

a. On the 'Connections' page:

- The Supplier's business name (as entered when subscribing to the RRT Online Tool), postcode and, where relevant, Sedex company and site numbers
- The date the connection is made
- The percentage (%) and number of RRT Steps that the Supplier has assessed in the RRT online tool
- The percentage of RRT Steps that the Supplier has completed
- The Supplier's contact email address
- The supplier's subscription level (FULL or SUPPLY CHAIN)

b. On the 'Dashboard' page:

- The number of 'Completed', 'In Progress', 'Not Started' and 'Not Assessed' steps
- The Supplier's progress over time - across all RRT Standards and Pillars (filterable by each Standard and Pillar individually) and by relevant linked Ethical Standards (such as the ETI Base Code)

c. On the 'Set Priorities and Actions' page:

- The Supplier's progress status for any RRT Steps
- Any priorities which have been assigned to any RRT Steps (Low, Medium, Top)
- Any actions that have been recorded against any RRT Steps including comments and document uploads – and that document uploads may be viewed and downloaded by the Client linked to the Supplier.

d. On the 'Benchmark Progress' page:

- The Supplier's progress at the individual RRT Step level, RRT Pillar/Standard level and overall benchmarked against comparators in the RRT online tool.

1.21. Clients may break connections with Suppliers at any time and Suppliers may break connections with Clients at any time.

1.22. RRT offers 'Full' and 'Full-Free' subscribers the ability to trial an RRT Supply Chain subscription for free before choosing whether to pay for the upgrade. The trial lasts 30 days during which subscribers can access the RRT Supply Chain functionality as described above. At the end of the trial, businesses can choose to continue the RRT Supply Chain subscription level by paying the appropriate upgrade fees as listed at www.responsiblerecruitmenttoolkit.org/online-tool. If a business does not wish to continue with Supply Chain, their RRT subscription will revert back to its previous level i.e. 'Full' or 'Full-Free'. In this case, the business will lose visibility of the data on the connections it had made. However, if it chooses to re-upgrade to the annual Supply Chain subscription within two years of the trial, its previous connections and data will become visible again – except where any connected subscribers have severed a link or no longer have a subscription to the RRT online tool.

1.23. Users' use of the RRT website and any dispute arising out of such use of the website is subject to the laws of England and Wales.

2. RRT training

2.1. The Scheme Owner own intellectual rights of all content of the RRT training. Delegates or others are not permitted to copy or recreate the content.

Cancellation/refunds, re-booking & transfers

2.2. Up to 7 days before the training event delegates can choose either to:

- a. Cancel their booking and receive a full refund (if the ticket(s) were paid for)
- b. Re-book a place on an alternative date on the same training event.

2.3. Within 7 days (but before 1 business day) of the event delegates can transfer their booking to a colleague (employed/contracted within the same business entity).

2.4. Within 1 business day of the event delegates will not be able to receive a refund, rebook or transfer their booking.

2.5. Delegates must notify the Scheme Owner (see contact details above) within the stated timeframes for the terms to apply.

2.6. The Scheme Owner reserve the right to cancel or adjust the timings of a training event. In such cases delegates will be notified as soon as possible before the event and offered alternative dates to re-book or a full refund (if the tickets were paid for).

Accessing online training

- 2.7. A confirmation email will be sent to delegates immediately after booking a place on training, and joining instructions will be emailed to delegates at least 3 businesses days before the training session to enable them to access the training.
- 2.8. Delegates are responsible for providing correct contact details so the Scheme Owner can communicate with them prior to the training event. They are also responsible for contacting the Scheme Owner (contact details above), should they not receive expected training related emails within the expected timeframes (described in 2.7).
- 2.9. Delegates will not be able to access or view the recording of the training after the session.

Training completion criteria

- 2.10. To be registered as having completed a training event, delegates must actively attend the full duration of the session and complete the short quiz included as part of the training. Individual results from the quiz will not be shared with any third-party.

Certificate of training completion

- 2.11. Delegates can receive certificates of training completion subject to fulfilling the criteria set out in 2.10.

3. Benefits for RRT Sponsors' suppliers and ALP members

- 3.1. RRT Sponsors' suppliers eligible to access applicable RRT benefits include businesses that are RRT Sponsors':

- a. Own-label suppliers (at any tier) and not-for-resale suppliers/service providers (at tier one)
- b. Direct labour providers/recruiters or those used by their eligible suppliers (i.e. those described in 3.1a)

Eligible businesses remain eligible to access applicable RRT benefits whilst the Sponsors they supply are active RRT Sponsors or until terms change. If eligibility changes, according to the Scheme Owner records, the Scheme Owner will notify the relevant contact (see 6.3 for more details regarding access to benefits).

- 3.2. ALP members must be a labour provider/recruiter and an active member (i.e. payment of membership fees is up-to-date) to be eligible to access RRT benefits. Eligible businesses remain eligible to access applicable RRT benefits throughout the duration of their ALP membership or until terms change.
- 3.3. Eligible businesses do not include branded suppliers/retailers, consultancies, consultants, NGOs/charities, trade associations, academic institutions or recruitment process outsourcing businesses.

- 3.4. The applicable RRT benefits eligible businesses (as described in 3.1 and 3.2) can access are unlimited*:

- a. Free 'full' level subscriptions to the RRT online tool.
- b. Discounted 'supply chain' level subscriptions to the RRT online tool.
- c. Free places on the RRT online training courses, including:
 - Introduction to Responsible Recruitment
 - Eliminating Worker-Paid Recruitment Fees
 - Labour Supply Chain Due Diligence & Partnerships
 - Safe Work for Agency/Contracted Workers
 - Fair & Equal Opportunity & Treatment

*Unlimited access to benefits is subject to a 'reasonable use policy' (see 5 for details) and subject to annual agreement of the Sponsorship model with RRT Sponsors.

4. Benefits for beneficiaries of the Stronger Together US Program (US-based fresh produce businesses)

- 4.1. Under Stronger Together US funding, eligible US-based fresh produce businesses can access applicable RRT benefits (see 4.2) for free. This offer is available until September 30, 2023, or until terms change.

Eligible businesses *include* farm labor contractors, labor recruiters, growers, vendors, shippers, packers, brands and retailers based in, and operating within, the United States (US) fresh produce or wine grapes sector.

Eligible businesses *do not include* consultancies, consultants, NGOs/charities, trade associations, academic institutions or recruitment process outsourcing businesses.

- 4.2. The RRT benefits eligible businesses (as described in 4.1) can access are unlimited*:

- a. Free 'full' level subscriptions to the RRT online tool until September 30, 2023**.
- b. Free places on the applicable (US specialised) RRT online training courses (course titles to be confirmed)

*Unlimited access to benefits is subject to a 'reasonable use policy' (see 5 for details).

**If a business wishes to renew their 'full' level subscription after September 30, 2023 they may need to pay the standard subscription fees (see 1.17 for more information).

5. Unlimited access to benefits 'reasonable use policy'

- 5.1. Access for eligible businesses (described in 3.1, 3.2 and 4.1) to unlimited benefits is subject to a 'reasonable use policy'. For training, the number of free training places booked by a business entity is capped at five per business per training event. For the online tool, businesses should not take out more free 'full' subscriptions than they expect to actively use within their business.
- 5.2. The Scheme Owner reserve the right to withdraw access to RRT services where this policy has not been adhered to.

6. Accessing RRT benefits

- 6.1. Any individual accessing an RRT benefit (i.e. subscribing to the online tool or attending training) must be employed (or contracted on a long-term basis) directly by an eligible business entity (as described in 3 or 4).
- 6.2. When accessing an RRT benefit the individual (described 6.1) will be asked and must confirm how their business is eligible (i.e. when submitting subscription details or booking training). For RRT Sponsors' suppliers this must include indicating which RRT Sponsors they, or their clients, supply.
- 6.3. The Scheme Owner reserve the right to withdraw access to RRT benefits where eligibility has not been demonstrated, cannot be verified or ends according to their records.

7. Clearview

7.1. Labour providers registering with the Clearview Scheme shall:

- a. follow the Clearview General Regulations in all activities relating to the Clearview Scheme and its involvement with the Scheme Owner;
- b. co-operate fully with Audit Bodies and the Scheme Owner in relation to any audits or site visits requested to be carried out on it as part of Clearview, including by promptly providing access to premises, documents and records for the purposes of such audits;
- c. ensure that any and all information, documents and other assistance it provides to Audit Bodies as part of any audits are true, accurate, complete and up to date, and are not misleading in any way; and
- d. not act in any manner, or make any statement, which does or may bring the reputation of the Scheme Owner, RRT or Clearview into disrepute;
- e. be issued, by electronic means, with a Labour Provider Number (LPN) and provided with access to the Clearview Technical Standards and Control Points and a list of Audit Bodies approved to conduct Clearview Audits;
- f. become a Clearview Scheme Registrant

7.2. Labour Providers that pay the Clearview Scheme Management fee shall:

- a. Continue to adhere to Clause 7.1;
- b. Access the Scheme Applicant benefits which include a suite of technical tutorial videos, access to an RRT online tool 'Full – Free' subscription and a welcome induction call with Clearview;
- c. Be able to confirm and move ahead with the certification process with an Approved Audit Body as described in the Clearview General Regulations.

7.3. If the Scheme Owner reasonably believe that the labour provider is failing to comply with any clause in these Terms and Conditions, it shall be entitled to either temporarily suspend or permanently terminate the labour provider from access to any rights under this agreement, including its access to the Clearview Registrant and Applicant Benefits. In such circumstances:

- a. the labour provider shall not be entitled to any refund of any sums paid to the Scheme Owner pursuant to this agreement; and
- b. the labour provider's rights pursuant to this agreement shall cease for the duration of the suspension or termination.

Email: clearview@responsiblerecruitmenttoolkit.org

8. RRT business partners

- 8.1. Responsible Recruitment Toolkit (RRT) Business Partners are businesses that have uploaded evidence to publicly demonstrate their commitment to responsible recruitment. In doing so:

- a. Their business profile and uploaded evidence of commitment are listed publicly on the RRT website. This information is publicly visible and transparent to those wishing to view the information supplied.

b. They receive the RRT Business Partner logo for the relevant calendar year to use in their business materials.

8.2. Business can apply to become an RRT Business Partner by:

- a. Subscribing (or logging in) at the 'full' level on the RRT online tool.
- b. Once logged in, completing, and uploading evidence in all fields of the Business Partner Commitment Form on the following page: responsiblerecruitmenttoolkit.org/become-an-RRT-business-partner.

By uploading evidence, businesses are making a voluntary disclosure of a commitment to responsible recruitment.

- 8.3. The Scheme Owner will verify a business's submission and confirm their status within 3 business days. If approved as an RRT Business Partner, they will receive the RRT Business Partner logo for the relevant calendar year, and their business profile and evidence will automatically appear on the public list.
- 8.4. The Scheme Owner do not validate uploaded evidence and will not comment or enter into dialogue on any individual business. An RRT Business Partner status should not be treated as evidence of compliance with any relevant legal licensing or conformance with industry certification.
- 8.5. Once evidence is submitted, only the Scheme Owner can amend it. If an RRT Business Partner needs to make an amendment to the evidence uploaded, they should notify the Scheme Owner on info@responsiblerecruitmenttoolkit.org.
- 8.6. RRT Business Partners will need to update their evidence each year to renew their Business Partner status and to receive the new RRT Business Partner logo. Renewals will open approximately 3 months before the start of the Business Partner calendar year and will close approximately 3 months after the new calendar year has started. An email reminder will be sent to the subscriber's email address. If RRT Business Partners do not renew their evidence within the renewal timeframe, they may lose their Business Partner status.
- 8.7. The RRT Business Partner logo may be used in business materials as required. On websites and digital media, the logo should contain a link to www.responsiblerecruitmenttoolkit.org. No other RRT logo may be used by the business for any purposes (e.g. external marketing) other than the RRT Business Partner logo, and only where the above conditions have been met.

9. Communication and Branding

9.1. Parties bound by these Terms and Conditions shall not:

- a. use, adapt, copy or otherwise deal with the Responsible Recruitment Toolkit or Clearview Brands, including the Responsible Recruitment Toolkit or Clearview logos, or any materials relating to RRT or Clearview for any purposes;
- b. make any public statement as to its involvement with RRT or Clearview except in accordance with these Terms and Conditions and the Clearview General Regulations;
- c. refer to RRT or Clearview within its Modern Slavery Act reporting requirements,
- d. unless it has the express prior written consent of the Scheme Owner in relation to each individual use, and the Scheme Owner shall be entitled to withdraw such consent at any time at its discretion.

10. Use of data

- 10.1. The Scheme Owner will treat all obtained data in confidence, other than that which is in the public domain or unless otherwise required to do so by law.
- 10.2. The Scheme Owner reserve the right to use data entered by individuals when accessing or using RRT services or Clearview to produce and publish anonymised aggregated reports.
- 10.3. When accessing RRT or Clearview services, individuals agree to receive communication from the Scheme Owner and related programmes regarding service updates, the RRT programme and other information which may be of interest to them. This includes the RRT newsletter. Individuals have the option to 'opt-out' from receiving marketing emails.
- 10.4. By indicating the RRT Sponsors supplied when accessing any RRT benefit (see 6.2), individuals confirm that the Scheme Owner can share with the indicated RRT Sponsors:
 - a. Their business information (including business name, location, industry and business type)
 - b. Anonymised self-assessment data entered into the online tool (within aggregated reports)
 - c. Data related to engagement with applicable RRT benefits (e.g. attendance, or completion of, free training and/or free or discounted subscription to the online tool).
- 10.5. Supply Chain subscribers are not permitted to share any data about their Suppliers that is visible to them on the online tool with any third party or publicly other than:
 - a. Where they have gained express permission from the Supplier to do so or,
 - b. Where data is compiled into anonymised and aggregated reports, or

- c. Data which is in the public domain, or
- d. If required to do so by law.

11. Indemnity

- 11.1. Parties bound by these Terms and Conditions shall indemnify the Scheme Owner for all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Scheme Owner arising out of or in connection with any breach by the other party.

12. Limitation of Liability

- 12.1. Nothing in this agreement shall limit or exclude either party's liability for death or personal injury caused by its negligence or for fraud or fraudulent misrepresentation, or for any liability which is not lawful to exclude.
- 12.2. Subject to clause 12.1, parties bound by these Terms and Conditions shall be liable to the Scheme Owner, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for any loss of profits, loss of sales or business, loss of anticipated savings, loss of or damage to goodwill, or for any indirect or consequential loss;
- 12.3. Subject to clause 12.1, the Scheme Owner's total liability to parties covered by these Terms and Conditions, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Terms and Conditions shall be limited to the sum paid to the Scheme Owner within the past twelve months.
- 12.4. The Scheme Owner shall not be held liable for:.
- a. any act or omission of any RRT Sponsor or Supply Chain subscriber (including any use or disclosure of information by an RRT Sponsor or Supply Chain subscriber);
 - b. any act or omission of any other party bound by these Terms and Conditions;
 - c. any act or omission of any Clearview Approved Audit Body; and/or
 - d. the results of any audit carried out as part of Clearview.
- 12.5. Parties accept and acknowledge that all assistance given by the Scheme Owner pursuant to this agreement is meant solely as a tool by which businesses can support and improve responsible recruitment practices, and that using any of the RRT and Clearview services does not guarantee that an organisation or individual is compliant with any laws, regulations or guidelines. Compliance with the law and responsible recruitment standards shall be the sole responsibility of parties, and the Scheme Owner shall have no liability or responsibility should they be deemed to not be compliant.

13. Confidentiality

- 13.1. Both parties agree that, during the term of this Agreement and for a period of five (5) years following its termination, they shall keep confidential, and shall not use or disclose, and shall not permit any of its officers, directors, employees, or agents to use or disclose, without the prior written consent of the other party, any Confidential Information of the other party.

14. Termination

- 14.1. Without affecting any other right or remedy available to it, either party to this agreement may terminate it with immediate effect by giving written notice to the other party if:
- a. the other party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
 - b. the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that the other party's conduct is inconsistent with them having the intention or ability to give effect to the terms of this agreement;
 - c. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or
 - d. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 14.2. Without affecting any other right or remedy available to it, the Scheme Owner may terminate this agreement with immediate effect by giving written notice to the other party if:

- a. the other party fails to pay any amount due under this agreement on the due date for payment, provided (a) the Scheme Owner have notified the other party of non-payment in writing and the other party does not make payment within 5 business days of receipt of such notice; and (b) there is not a bona fide dispute in respect of such payment(s);
 - b. where engaging in Clearview, the other party fails to comply with, or have audits carried out on it in accordance with, the Clearview General Regulations;
 - c. the Scheme Owner have reason to believe that the other party's connection to them or to RRT or Clearview could reasonably be deemed to damage its reputation, including if it becomes aware of any use of the RRT or Clearview Brands outside the terms of this agreement, of any statements or acts which could damage their reputation, or of any pending or actual breaches of civil or criminal law relating to the other party or individuals connected to the other party.
- 14.3. Termination or expiry of these Terms and Conditions for whatever reason shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to payment of any fees due and any right to claim damages in respect of any breach of this agreement which existed at or before the date of termination or expiry.
- 14.4. Upon termination or expiry of this agreement each party shall:
- a. deliver to the other party, or where not reasonably practicable, destroy all documents, materials, passwords and login details which relate to RRT or Clearview. If a party fails to do so six months after the date of termination, then the other party may enter the party's premises and take possession of them. Until they have been destroyed or returned, each party shall be solely responsible for the safe keeping of all such documents, materials, passwords and login details and will not use them for any purpose not connected with this agreement;
 - b. immediately cease all use of the other party's materials;
 - c. immediately cease all ongoing use of the other party's Brand(s);
 - d. immediately cease to hold itself out as having any connection with the other party; and
 - e. not be entitled to any refunds of sums already paid under this agreement; and
 - f. promptly pay to the Scheme Owner all Scheme Owner's outstanding unpaid invoices and interest and, in respect of any fees due but for which no invoice has been submitted, Stronger Together may submit an invoice, which shall be payable promptly on receipt; and
- 14.5. All clauses of this agreement that expressly or by implication are intended to come into or continue in force on or after termination or expiry shall remain in full force and effect.

15. General

- 15.1. Save as set out herein, no one other than a party to this agreement shall have any right to enforce any of its terms.
- 15.2. 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. Neither party has entered into the agreement in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement (whether made by the other party or any other person and whether made by the first party or any other person) which is not expressly set out in the agreement.
- 15.3. No variation of this agreement shall be effective unless it is in writing and signed by the parties.
- 15.4. The other party shall not be entitled to assign, transfer, mortgage, charge or deal in any other manner with any or all of its rights and obligations under this agreement without the prior written consent of the Scheme Owner. The Scheme Owner may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this agreement.
- 15.5. Each party shall comply with all applicable laws, including but not limited to, any anti-bribery or anti-slavery, or anti- tax evasion laws insofar as they are applicable to such party.
- 15.6. Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement to the extent that such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 30 days the party not affected may terminate this agreement by giving 14 days' written notice to the affected party.
- 15.7. Any notice given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).
- 15.8. Any notice shall be deemed to have been received:

- a. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
 - b. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
- 15.9. 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.
- 15.10. If any term of this agreement is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from the agreement and this will not affect the remainder of the agreement which will continue in full force and effect.

16. Dispute Escalation

- 16.1. If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (Dispute) then the parties shall follow the procedure set out in this clause:
- 16.2. either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, a manager of Stronger Together and a manager of the other party shall attempt in good faith to resolve the Dispute;
- 16.3. if a manager of Stronger Together and a manager of the other party are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to a director of Stronger Together, or an employee of equivalent executive authority with at least 10 years' experience and with authority to settle the dispute, and a director of the other party, or an employee of equivalent executive authority with at least 10 years' experience and with authority to settle the dispute, who shall attempt in good faith to resolve it;
- 16.4. if a director of Stronger Together, or an employee of equivalent executive authority with at least 10 years' experience and with authority to settle the dispute, and a director of the other party, or an employee of equivalent executive authority with at least 10 years' experience and with authority to settle the dispute, are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (ADR notice) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than 30 days after the date of the ADR notice; and
- 16.5. unless directed otherwise by the mediator, the mediator's fees and any costs properly incurred by the mediator relating to the mediation (including any fees and costs of any advisers appointed by the mediator) shall be borne by the parties equally and, unless directed otherwise by the mediator, each party shall bear their own costs in relation to the preparation for and attendance at the hearing.
- 16.6. If the Dispute is not resolved within 60 days after service of the ADR notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of 60 days, or the mediation terminates before the expiration of the said period of 60 days, the Dispute shall be finally resolved by the courts of England in accordance with clause 17.

17. Governing Law and Jurisdiction

- 17.1. This agreement, and all disputes or claims (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the law of England.
- 17.2. The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

B. Key definitions:

- *Business entity* means a business legal entity that conforms with laws and regulations.
- *Delegate* means an individual who has booked, or attends, a training session.
- *'Entry' level subscription* allows access to the functionality of an 'entry' account on the RRT online tool (follow this URL for more details: responsiblerecruitmenttoolkit.org/online-tool/). This subscription level is at no cost.
- *Online training* is training that can be delivered and accessed over the internet.
- *'Full' level subscription* allows access to the functionality of a 'full' account on the RRT online tool (follow this URL for more details: responsiblerecruitmenttoolkit.org/online-tool/). This subscription level can be paid for or provided at no cost for eligible businesses.

- *RRT online tool* is an area of the RRT website, including responsible recruitment guidance and self-assessment functionality, which requires a subscription to access. Subscriptions can be paid for (payment of subscription fees provides access for 1 year) or at no cost for eligible businesses.
- *User* means an individual who visits or interacts with any part of the RRT website.
- *Scheme Owner* means Stronger2gether Limited.
- *Subscription* means the process of entering business information and (for the 'full' subscription level) paying/declaring eligibility to create an account on the RRT online tool.
- *Subscribed business* means the business entity (or eligible organisation where conditions are met) described at subscription.
- *Subscriber* means a User who has entered their contact details (incl. email address) to create an account on the RRT online tool.
- *'Supply Chain' level subscription* allows access to the functionality of a 'Supply Chain' account on the RRT online tool (follow this URL for more details: responsiblerecruitmenttoolkit.org/online-tool/). This subscription level can be paid for, discounted for eligible businesses, or free as part of RRT Sponsorship.

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