

# Bucks Education Partnership and Herts for Learning Terms and Conditions

## 1. DEFINITIONS AND INTERPRETATION

1.1. In these Terms, the following definitions apply:

**“BEP”** Bucks Education Partnership is a brand within the HfL (Herts for Learning) organisation. BEP is an extension of the HfL governance team with their core focus being on supporting Buckinghamshire schools.

**“Client”** an individual, school, college, academy or other educational institute that receives Goods and/or Services from HfL.

**“Contract”** the contract for the provision of Goods and/or Services by HfL to the Client, comprising these Terms, the Order Schedule and any Service Literature provided with them by HfL from time to time.

**“Fees”** the fees for the Goods and/or Services payable to HfL by the Client, as specified on the Order Schedule, or as otherwise agreed in accordance with the change procedure contained in clause 5.

**“Data Subject”** an individual who is the subject of personal data.

**“Goods”** the Goods provided to the Client by HfL, whether or not ancillary to the provision of the Services, as the same may be more particularly detailed in the Service Literature.

**“HfL”** Herts for Learning Limited, a company registered in England and Wales with company number 08419581, registered office at Robertson House Srob218, Six Hills Way, Stevenage, Hertfordshire, SG1 2FQ.

**“Initial Term”** unless specified otherwise on the Order Schedule, 12 months from the date that the Goods and/or Services are first provided to the Client.

**“Order Schedule”** the document specifying the Goods and Services ordered and the Fees.

**“Service Literature”** any brochure, tariff list, user guide, information leaflet, instructions, service standards or other similar document provided by HfL to the Client on any media (including, but not limited to, via HfL’s website, located at [www.hertsforlearning.co.uk](http://www.hertsforlearning.co.uk)) concerning the Goods and/or Services to be provided under the Contract.

**“Services”** the Services provided to the Client by HfL and originally specified in the Order Schedule, subject to any agreed change under clause 5.

**“Terms”** refers to these terms and conditions for the supply of goods and/or services.

1.2. Unless the context otherwise requires:

- (a) references to the singular will include the plural;
  - (b) references to one gender will include all the genders;
  - (c) references to a particular party will include all that party’s employees, successors, agents, assignees and sub-contractors;
  - (d) references to legislation are references to that legislation as in force at the relevant time;
- and
- (e) use of the word ‘include’, and variations of it, will be construed as if followed by the words ‘without limitation’.

## **2. THE CONTRACT**

2.1. The Contract between the Client and HfL is formed on the earlier of:

- (a) the date when the HfL confirms the Client's order; or
- (b) the date that HfL first provides Goods and/or Services to the Client.

2.2. The Contract contains the entire agreement between the Client and HfL relating to its subject matter, and will prevail over any other terms and conditions that the Client purports to apply.

2.3. Unless expressly stated to the contrary in these Terms, in the event of a conflict between the documents comprising the Contract, the order of precedence will be:

- (a) the Order Schedule;
- (b) these Terms; then
- (c) any Service Literature.

## **3. TERMS OF SUPPLY**

3.1. Subject to the Client paying the Fees and complying with the Contract, HfL will provide the Goods and/or the Services to the Client.

3.2. HfL will use its reasonable endeavours to comply with any performance dates that may be indicated in the Service Literature, but any such date will be an estimate only and time will not be of the essence for the purposes of this clause 3.2.

3.3. Should regulatory or legal changes require any alterations to the Goods and/or Services, HfL will make such changes at the Client's cost, giving such advance notice as is practicable in the circumstances.

3.4. The Client will:

- (a) pay the Fees in accordance with clause 4;
- (b) allow HfL such access to its premises and IT or other systems as it may require in order to provide the Goods and/or Services;
- (c) where HfL personnel are providing the Goods and/or Services on site, provide a safe and appropriate working environment for such personnel including (without limitation) appropriate office/desk space that is compliant with all applicable health and safety regulations;
- (e) provide HfL upon request with full details of the Client's requirements and policies for HfL's staff, agents and subcontractors to work with and around children;
- (f) ensure that all required authorisations, permissions, licences, consents and approvals (if any) are obtained, maintained and adhered to for HfL to provide, and the Client to use, the Goods and/or Services (including, without limitation, software licences and local authority requirements regarding, for example, asset registers, lease registers and restrictions on financial leases) and that the Client otherwise complies with all applicable laws and regulations regarding its operation;
- (g) to the extent that the Goods or any HfL Materials supplied under this Contract contain copyrights, trademarks, trade names, database rights or other intellectual property rights (IPRs), whether owned by, vested in or licensed to HfL, in whatever media and whether or not registered, be granted a revocable and non-exclusive licence to use the IPRs solely in the normal course of its business on the following conditions:
  - (i) HfL retains all rights in the IPRs and this clause will not be deemed to operate as an assignment of any of the IPRs to the Client;
  - (ii) the Client uses the IPRs strictly as instructed by HfL or by any manual, leaflet or other documentation provided by, or on behalf of, HfL, including (without limitation) any instructions given regarding the display or communication of ownership notices;
  - (iii) the Client does not modify, alter, add to, replace, transfer, resell, disassemble or reverse engineer the IPRs in any way; and

(iv) the Client takes such action, and provides such assistance, as HfL may require to protect the IPRs from any actual or apparent infringement;

(h) co-operate generally with HfL during its provision of the Goods and/or Services;

(i) ensure that, for the duration of the Contract, the following insurance policies are in place to provide cover for:

(i) employers' liability, to the minimum cover as required by law; and

(ii) public liability, to a minimum cover of £5 million per claim or series of claims arising from one event;

(j) ensure that all information provided to HfL is accurate and complete; and

(k) not interfere with or obstruct HfL's employees, agents and sub-contractors in the provision of the Goods and/or Services, unless in an emergency.

3.5. The Goods are standard-issue and are not bespoke to the Client. It is the Client's responsibility to ensure that its devices, systems, equipment and anything else that may be connected to, or affected by, the Goods comply with any minimum technical specifications for the Goods set out in the Service Literature or otherwise notified to the Client. HfL will not be held liable for any loss due to the incompatibility of the Goods and no refund of the Fees will be payable following such incompatibility.

3.6. The scope of the Services is detailed in the Service Literature. Any request for additional services, or any request to exceed the agreed scope of a Service, will result in an additional fee being charged to the Client in accordance with HfL's then-current price list and will be provided in accordance with these Terms.

3.7. In respect of any Goods borrowed from HfL, or leased or rented from HfL, the Client will:

(a) comply with all applicable law, and any recommendations and guidance that may be specified by HfL or set out in any Service Literature, as to their use, storage and maintenance;

(b) keep the Goods in a good condition and free from any lien or charge until the end of the Contract or (if earlier) the return of the Goods to HfL (fair wear and tear excepted);

(c) not without the consent of HfL allow any Goods to become a fixture of any property;

(d) not reproduce, modify, distribute, resell, transmit, decompile, disassemble or reverse engineer the Goods;

(e) (in respect of computer hardware or software) take all reasonable precautions against the introduction of viruses, Trojans and other malware;

(f) allow, or procure, the fitting of any notices or labels to the Goods as HfL may require (including intellectual property notices); and

(g) not sell, assign, mortgage, charge or pledge any of the Goods.

3.8. If required as part of the Services, HfL will have the right to disable the Client's access to any software or server from time to time in order to upgrade, or carry out, or procure the carrying out of, any maintenance to, any Good(s) and/or Service. HfL will give such advance notice as is practicable in the circumstances of any proposed disabling and will endeavour (but is not obliged) to minimise the likely impact on the Client's day-to-day operations. For the avoidance of doubt, no refund of the Fees will be due on a disabling in accordance with this clause 3.8.

3.9. HfL is not responsible for any loss or damage suffered or incurred by the Client due to a failure or defect in any Good(s) or Service where that failure or defect is due to the Client's non-compliance with its obligations in this clause 3, and the Client will indemnify HfL against any claim, liability, loss, damage, cost or expense that HfL suffers or incurs arising out of, or in connection with, a breach of this clause 3.

#### **4. FEES AND PAYMENT**

4.1. The Fees will be as set out on the Order Schedule. Unless the Fees are set out as being fixed fees, the Fees will be calculated on the estimated hours, based on HfL's then current hourly rates,

for its personnel to perform the Services, together with the costs of any ancillary goods or equipment, and may be amended from time to time on notice to the Client in response to:

(a) HfL's estimate being incorrect due to incomplete, inaccurate or incorrect information provided by the Client;

(b) increases in the amounts charged to HfL by its suppliers; or

(c) the Client's request for further or additional Goods and/or Services.

4.2. Unless otherwise agreed and set out in the Order Schedule, invoices for the Fees incurred in the provision of Services or Goods in a particular month will be issued at the end of that month and will be payable by direct debit or BACS transfer, without set-off or withholding of any kind. The Client will process the payment of all invoices due within 30 days of the date of the relevant invoice.

4.3. Invoices will state the Fees due in a month, together with:

(a) any ad hoc costs incurred by HfL in the provision of the Goods and/or the Services that have not yet been charged to the Client (such ad hoc costs will be calculated by reference to the HfL's then-current price list);

(b) any expenses incurred by HfL in connection with the provision of the Goods and/or the Services that have not yet been charged to the Client including travelling expenses, hotel costs, subsistence and other expenses; and

(c) VAT (if applicable) at the applicable rate, and any other taxes or duties levied on the Goods and/or the Services and/or their provision by HfL during the invoice period.

4.4. Should the Client fail to settle any invoice within 30 days of its issue, HfL may:

(a) charge interest on the overdue amount up to the maximum statutory rate of interest for commercial debts applicable at that time;

(b) cease providing, suspend, or remove from the Client's premises the Goods and/or the Services; or

(c) terminate the Contract.

## **5. CHANGE CONTROL**

5.1. Should the Client require additional Goods and/or Services from time to time during the Contract, it will submit a request to HfL for the same (Change Notice)

5.2. On receipt of a Change Notice, HfL will make such assessments as it considers necessary in order to evaluate the suitability of the Client to receive the additional Goods and/or Services requested in the Change Notice. The Client warrants and represents that it will answer any requests for information made by HfL promptly and that such answers will be accurate and complete.

5.3. If HfL considers that the Client is suitable to receive the requested additional Goods and/or Services, it will inform the Client of the estimated increase in the Fees and any other consequential amendments to the Contract required by the provision of the additional Goods and/or Services. If the Client agrees to such increase, it will inform HfL by submitting a notice (Acceptance Notice) in such form as HfL requires.

5.4. On receipt of the Acceptance Notice, the Contract will be deemed amended to include the additional Goods and/or Services, the increase in the Fee and any other consequential amendments.

## **6. TERM AND TERMINATION**

6.1. The Contract may not be terminated without payment of all Fees, together with any other charges levied on either HfL or the Client in respect of the early cancellation of contracts with third parties including (without limitation) the costs of all software licences that may have been purchased on the Client's behalf.

6.2. HfL may elect to terminate the Contract on the change in control, amalgamation, merger or restructuring of the Client, but if it chooses not to do so the Contract will continue to apply to the Client or its purchaser or successor entity following the change in control, amalgamation, merger or restructure.

6.3. HfL may terminate the Contract on written notice with immediate effect if the Client:

(a) does not pay an overdue amount to HfL within 14 days of a written notice to do so;

(b) breaches any of its obligations in clauses 3.4 or 3.7, or breaches any other obligation in the Contract, and does not remedy such breach within 30 days of being required by written notice to do so; and

(c) becomes bankrupt, insolvent or otherwise unable to pay its debts.

6.4. Upon termination of the Contract, for whatever reason:

(a) all invoices will become immediately due and payable;

(b) all amounts incurred by HfL in respect of Goods and/or Services (or any part of them) provided to the Client but not yet invoiced will be invoiced, such invoice to be payable immediately in accordance with sub-clause 6.5(a); and

(c) the Client will, at its expense, return, de brand or destroy (as HfL may direct) the Goods and any HfL Materials in its possession or control.

6.5. On termination of the Contract, the Client may purchase some or all of the Goods from HfL at a price to be agreed at the relevant time and to be calculated in accordance with standard depreciation calculations for the applicable Good. Any Goods bearing the intellectual property of HfL must be de-branded if reasonably required by HfL.

6.6. If the Client fails to comply with sub-clause 6.5(c) within 14 days of the date of termination of the Contract, then, at HfL's option:

(a) HfL may enter the Client's premises at any time without notice to repossess the Goods, and the Client will be charged HfL's costs and expenses in doing so, which will be payable on demand; or

(b) the Client will be deemed to have purchased the Goods in accordance with clause 6.6, and the price for such Goods will be charged to HfL and will be payable upon demand. For the avoidance of doubt, any Goods being deemed purchased by the Client under this sub-clause 6.7(b) are subject to any de-branding requirements specified by HfL.

6.7. Termination of the Contract is without prejudice to any accrued right, remedy, obligation or liability of the parties which existed before the date of termination.

## **7. LIABILITY**

7.1. HfL will provide the Services with reasonable skill, care and diligence.

7.2. The Client acknowledges that the Goods are not manufactured by HfL. Accordingly, HfL does not itself offer any warranty or representation, whether express or implied, that they will be:

(a) of satisfactory quality;

(b) fit for any particular purpose, even if it knows of the Client's requirements beforehand;

(c) uninterrupted or error-free; or

(d) compatible and/or interoperable with third party software, systems or equipment,

7.3. In respect of any defect in any Goods supplied by HfL, to the extent that such Goods are the subject of a manufacturer's warranty HfL's sole obligation shall be to use its reasonable endeavors to seek redress under the manufacturer's warranty and HfL's liability shall be limited to the amount (if any) or replacement part(s) (if any) recovered under the manufacturer's warranty.

7.4. HfL's personnel are not responsible for ensuring the accuracy, completeness, validity or otherwise of any information or document that comes into their possession or control while providing the Services, and HfL will not be liable for, and the Client will indemnify HfL in respect of, any loss or damage suffered or incurred as a result of HfL and/or its personnel, agents or

subcontractors processing inaccurate, incomplete or invalid documents or information provided to such persons by the Client in order to allow them to perform the Services.

7.5. Without prejudice to clause 7.8, in no event will HfL be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any direct, indirect or consequential loss of:

- (a) profits or revenues;
- (b) data or information systems;
- (c) contracts or business opportunities;
- (d) anticipated savings; or
- (e) goodwill or reputation

7.6 The Service Literature may also set out additional exclusions and limitations in respect of specific Services, which will apply to the Contract, subject always to clause 7.8

7.7 Without prejudice to clause 7.8, HfL's liability to the Client with respect to any single incident arising out of, or related to, the Contract, whether arising in contract, tort (including negligence), breach of a statutory duty or otherwise, is limited to the Fees paid in the 12-month period expiring on the date that the claim arises.

7.8 Nothing in these Terms, or the Contract generally, will limit or exclude or limit HfL's liability for:

- (a) death or personal injury caused by its proven negligence, or the proven negligence of its employees or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other loss which cannot be excluded by law.

7.9 Neither HfL nor the Client will be in breach of the Contract, or otherwise liable to each other for any failure to perform an obligation under the Contract, to the extent that such breach or failure is due to the occurrence of an event that is beyond the reasonable control of that party, provided that the affected party takes reasonable steps to mitigate the effects of the event on the innocent party.

## **8. CONFIDENTIAL INFORMATION**

8.1 For the purposes of this clause 8, "Confidential Information" means all information which is by its nature confidential, in whatever form and whether or not it is specified to be confidential, any includes all know-how, trade secrets, technical and other data, market information, financial information and commercial or business strategies, but excludes:

- (a) information which, at the time of receipt, is already in the public domain;
- (b) information that becomes generally known to the public after disclosure through no act or omission of either HfL or the Client;
- (c) information which was already known by the party receiving it prior to disclosure through no breach of a duty of confidentiality; or
- (d) information for which permission to disclose has been given.

8.2. If either party to this Contract (Disclosing Party) makes Confidential Information available to the other party to this Contract (Receiving Party), the Receiving Party will maintain the confidentiality of such information and will not disclose it to any third party.

8.3. If required to make a disclosure by law, regulation or order, request or direction of a court of competent jurisdiction or of a governmental body (including, without limitation, the Department of Education and any local council or authority), the Receiving Party will immediately notify the Disclosing Party in writing of any request or requirement for disclosure and of all relevant surrounding circumstances. If the Receiving Party is unable so to notify the Disclosing Party before such disclosure is required, it will notify the Disclosing Party immediately after the disclosure has been made. The Receiving Party will use reasonable endeavours to resist any requirement for

disclosure and to assist the Disclosing Party in resisting the requirement for disclosure and to maintain the confidentiality of the Confidential Information.

8.4. All Confidential Information disclosed in connection with the Contract will be provided "as is" with no warranty or representation as to its accuracy or completeness, which will be the Receiving Party's obligation to ensure.

8.5. The Confidential Information remains the property of the Disclosing Party in each case and the Receiving Party will gain no rights in or to the Confidential Information disclosed to it.

8.6. At the end of this Contract, both HfL and the Client will return or securely destroy the Confidential Information of the other still remaining in its possession or control.

8.7. The Client acknowledges that HfL may be in possession of the Confidential Information of a competitor and so warrants that it will not request of HfL, its employees or subcontractors, the divulging of such Confidential Information, and that it will use its best endeavours to avoid any HfL employee or subcontractor having a conflict of interest when providing the Services to the Client.

## **9. DATA PROTECTION**

9.2. HfL and the Client both acknowledge and accept their own responsibility for complying with its obligations under the Data Protection Act 2018 and other relevant legislation, in particular, the General Data Protection Regulations (GDPR).

9.3. The Client warrants and represents to HfL that:

(a) it has obtained all consents, permissions, licences and other authorisations for the processing of its data (including personal and or sensitive personal data) (data) by HfL in the performance of HfL's obligations in the Contract; and

(b) its data does not breach any applicable law nor infringe the intellectual property rights of any third party.

9.4. To the extent that any of the Client's data constitutes "personal data" or "sensitive personal data" (as those terms are defined in the Data Protection Act 2018 and GDPR and other relevant legislation), the Client acknowledges that it is the data controller for the purposes of data protection legislation. HfL will process all data that it receives in accordance with the then- current data protection legislation and only to the extent necessary for the satisfactory provision of the Services.

9.5. The Client instructs HfL to process data for the purposes of the performance of the Contract.

9.6. The Client and HfL agree that the nature and purpose of the processing is for the performance of the contract.

9.7. HfL shall:

9.7.1. Only process data in accordance with the instructions of the Client and for the purposes of processing the data.

9.7.2. Use such technical and organisational measure to ensure compliance with GDPR as are required.

9.7.3. Ensure that its employees understand that there is a duty of confidence in respect of the personal data.

9.7.4. Shall take appropriate measures to ensure that the data is kept secure

9.7.5. Shall only engage a sub-processor with the prior consent of the client and there shall be a written contract between HfL and any sub-processor

9.7.6. Shall provide reasonable assistance to the Client in providing a response to subject access requests and/or otherwise assisting the Client with any actions required to respond to any right exercised by a data subject.

9.7.7. Shall provide reasonable assistance to the Client in order to assist the Client to comply with its own obligations under GDPR including but not limited to providing information in relation to the security and accuracy of data.

9.7.8. In the event of a breach inform and co-operate with the Client including complying with any obligations to report a breach and inform the data subject.

9.7.9. Shall delete or return all personal data to the controller as requested at the end of the contract

9.7.10. Shall submit to such audits and inspections, provide the Client with whatever information it needs to ensure that they are both meeting their Article 28 obligations, and tell the Client immediately if it is asked to do something infringing the GDPR or other data protection law of the EU or a member state.

9.8. The Client acknowledges that HfL is reliant on the Client for direction as to the extent to which HfL or its agents, employees or subcontractors (being personnel authorised to process personal data on terms substantially the same as those set out in this Agreement and which shall terminate automatically on termination of this Agreement) are entitled to use and process personal data. Consequently, HfL will not be liable for any claim or right by a Data Subject arising from any act or omission of HfL, to the extent that such action or omission resulted directly from the Client's instructions.

## **10. NON-SOLICITATION**

10.1. The Client agrees that it will not, without the written consent of HfL, whether directly or indirectly, and whether alone or in conjunction with, or on behalf of, any other person, and whether as a principal, shareholder, director, employee, agent, consultant, partner or otherwise, during the period of the provision of the Goods and/or Services, and for a period of 6 months following termination of the Contract:

(a) solicit or entice, or endeavour to solicit or entice, away from HfL, or employ, or offer employment to, any person employed by HfL and providing Goods and/or Services to the Client at the date of termination of the Contract, or at any time during the previous 3 months immediately preceding that date;

(b) knowingly assist, or procure that, any other person to do the above.

10.2. Breach of the above clause 10.1 will entitle HfL to levy a charge equal to up to 25% of the employee's annual salary, which the Client agrees is a reasonable pre-estimate of the loss that HfL will suffer in such circumstances.

## **11. GENERAL**

11.1. The Client may not assign or deal with the Contract in any way without the written consent of HfL. HfL may assign, subcontract and deal with the Contract as it sees fit, provided that notice is given to the Client of such assignment, subcontracting or dealing.

11.2. Without prejudice to clause 5, HfL may vary these Terms by issuing revised terms from time to time. Such revised terms may be issued on HfL's website and the Client agrees that publication in this way is sufficient notice of the revised terms and that such revised terms will take effect 14 calendar days after publication on the website.

11.3. Renewal of the Contract under clause 6.1 will be on the then-current standard terms and conditions of supply of BEP and HfL

11.4. HfL and the Client are independent entities and nothing in the Contract will create, or be deemed to create, the relationships of employer-employee, principal-agent or partner-partner between them.

11.5. If any provision of the Contract is prohibited by law, or judged by a court to be unlawful, void or unenforceable, the provision will, to the minimum extent required, be severed from the Contract and rendered ineffective as far as possible without modifying the remaining provisions of the Contract, and will not in any way affect any other circumstances of, or the validity or enforcement of, the remainder of the Contract.



11.6. Notices given under the Contract will be in writing and sent to the registered office address of HfL or the Client (as applicable). They may be given, and will be deemed received:

(a) by recorded first class post; on the third calendar day after posting;

(b) by hand; on delivery;

(c) by fax; on receipt, provided that it is sent between the hours of 08:00 and 18:00 to a number that has been previously notified to the sending party as acceptable for receipt of such notices and is clearly marked as containing a notice under the Contract.

11.7. No delay, act or omission by either party in exercising any right will be deemed to be a waiver of that, or any other, right.

11.8. No third party has any right to enforce the terms of the Contract under the Contract (Rights of Third Parties) Act 1999.

11.9. The Contract, and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) will be governed by, and construed in accordance with, the laws of England and Wales, and both HfL and the Client agree that the courts of England and Wales will have exclusive jurisdiction to settle any such dispute or claim.

## **12. THIRD PARTY TERMS AND CONDITIONS**

12.1. HfL products may include data and/or software from third parties.

12.2. In addition to the rights and restrictions set forth in these terms and conditions that you have entered into with Herts for Learning, your use of HfL third party services is subject to the following terms:

12.2.1. Third party providers are third party beneficiaries of HfL' rights and remedies under the agreement(s) between you and HfL. You agree to comply with all applicable third party provider terms.

12.2.2. Those terms may be supplied to you within the service or directly by the third party provider.

12.3. We are from time to time required to provide our client contact details to our third party providers to the extent that they need such details in order to enable them to execute their contractual responsibilities.

12.4. You must obtain all prior approval for control and redistribution of third party provider data, software or services.

12.5. You are responsible for any and all costs and fees associated with agreements entered into with any such third party provider.

12.6. If a third party provider ceases to make its service available to HfL or requires HfL to suspend or terminate the provision of all or any part of its services to you, or if HfL terminates its arrangements with the third party provider, then HfL may suspend or terminate that part of its services immediately without notice or further obligation to you.

12.7. Except where you have entered into a relevant written agreement directly with a third party provider, you have no contract with any third party provider in respect of the supply or use of any third party data or services.

12.8. Third party providers do not owe you any duty of care with respect to its data or services nor do they accept any responsibility for them. If an implied contract or duty should be held to exist, HfL, as agent for each third party licensor and solely for the purpose of the following exclusion, disclaims all liability of each third party licensor for any of your losses which may arise under that implied contract or duty.

12.9. Third party providers do not warrant that the provision of their data, software or services will be uninterrupted, error free, timely, complete or accurate, nor do any of them make any warranties as to the results to be obtained from use of the same.

12.10. You acknowledge that third party data, software or services do not constitute a recommendation of any kind and is provided for informational purposes only.

12.11. You expressly agree that your use of third party data, software or services is at your own risk.

12.12. Accordingly, the third party providers will not in any way be liable to you or any other entity for any inaccuracies, errors, omissions, delays, damages, claims, liabilities or losses, regardless of cause, in or arising from the use of the third party data contained in HfL services.

12.13. Third party provider terms and conditions are detailed individually on their own website.