

Terms and Conditions

Disclaimer

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Use of this web site shall be made subject only to the laws of England and Wales which shall exclusively govern the interpretation, application and effect of all the above permissions, exclusions, licences and conditions of use. The courts of England and Wales shall have exclusive jurisdiction over all claims or disputes arising in relation to, out of or in connection with this web site and its use.

Terms and Conditions

General

These terms apply in respect of sales of online services, telephone services, newsletters, books, magazines and any combinations of such formats and updating services and information packages ("Goods") as determined by Croner Group Limited ("the Supplier"). "Customers" are defined as named subscribers to subscription Goods or purchasers of non-subscription Goods.

Goods supplied may differ from those advertised in the Supplier's catalogue or other promotional material. Such differences will not materially alter the Goods. These terms and conditions will be interpreted in accordance with the Laws of England and Wales.

Price

The Supplier reserves the right to change the contents and/or price and/or delivery charges of any Goods at any time without prior notification. The price payable shall be the total price specified in the Supplier's current price list, less any discounts agreed in advance by the Supplier and plus the applicable cost of packaging, postage and delivery ("Delivery Charges").

The price payable for subscription products after the initial subscription period is the Supplier's list renewal price at the anniversary of the commencement of the subscription or shall be the price advised by the Supplier when notifying the Customer of the forthcoming renewal.

Any discounts agreed by the Supplier at the date of these terms and conditions shall have effect only for the duration of the subscription period covered by the Customer invoice or sales confirmation letter/e-mail unless specified in advance in writing.

Prices are subject to VAT at the applicable rate.

Subscriptions

Subscriptions commence on the date of order ("Commencement Date") and continue until terminated by the Supplier by no less than 30 days written notice to expire on an anniversary of the Commencement Date or by the Customer within 30 days of the Supplier's notice of the renewal of the subscription as specified below.

The Supplier will notify the customer by letter or e-mail before each anniversary of the Commencement Date of the price payable for the next subscription period and of any change to the licence terms and conditions applicable to this product.

Licences and Electronic Content

The Licensor limits usage of the electronic service to the agreed number of users as specified in the product offer. Unless otherwise stated, usage levels refer to the totality of different users who are required to access the service in the client organisation.

Online services provided through any other electronic delivery mechanism are supplied subject to the licence terms and conditions supplied with the product. The Customer is required to review and accept these terms before first using the product. Use of the product is implied acceptance of the terms.

Delivery of online products is made using the World Wide Web. All warranties express or implied, regarding the availability of any online product at any particular time or times are excluded.

Cancellation

No refund is available in the event of cancellation at any point during the subscription period in respect of any Goods.

Liability

The Supplier warrants that the version of the Goods supplied will be free of defects that prevent access by the users and meets the full required operating capability.

Although great care has been taken in the compilation and preparation of the Goods to ensure accuracy, the Supplier will make every endeavour to remedy any errors or attributable omissions. The Supplier's entire liability and your exclusive remedy shall be the replacement of the Goods that do not meet the warranty given above. In no event will the Supplier be liable for damages of any kind, direct, indirect or consequential (including, but not limited to, loss of profits) however arising, even if the Supplier has been advised of the possibility of such damage. The supplier does not guarantee the accuracy, content, or timeliness of online or electronic services or that they or related systems are free from viruses or other contaminating or destructive properties. Time is not of the essence for delivery of Goods and the Supplier's liability for incorrect delivery or failure to deliver is limited to the replacement of Goods.

Privacy Policy

Our Aim

This Privacy Policy sets out how we, Croner Group Limited and any other companies which are part of the same group, intend to protect your privacy when using our website(s), and describes your rights and the manner in which any information that can be associated with you (including, for example, your name, address, telephone number, e-mail address and information about your online activities) ("Personal Information"), will be collected and used.

What Personal Information do we collect?

Our intention is to collect and use such Personal Information as is reasonably necessary to enable you to make the most of the activities available on our Website. We may also use your Personal Information for dealing with enquiries, tailoring our service to your requirements and preferences, market research and competitions. Occasionally, we may also wish to use your Personal Information to inform you about goods, services, promotions or competitions which we think may interest you.

Security and Disclosures of the Personal Information

As required by the Data Protection Act 1998, we follow strict security procedures in the storage and disclosure of information that you have given to us, in order to prevent, as far as possible, any unauthorised access. However, we are unable to provide any guarantee that information stored by us will not be subject to unauthorised access. We may disclose your Personal Information to others only in the following circumstances and/or purposes:

- Where we are required to do so by the courts or to comply with other legal, statutory and/or regulatory obligations including accounting and taxation requirements
- To prevent and/or detect crime
- Where we believe that you may be interested in similar products or services, whether provided by us, or, our carefully selected business partners
 - for credit reference purposes
 - for statistical purposes
 - to third party suppliers and business partners as part of providing our services.

Payment Details

Any information provided by you in connection with any transaction involving your credit or debit card numbers, expiry date and billing or delivery address will be used by us to process the transaction. These details will be stored on a secure server handled securely to ensure confidentiality. SSL encryption is employed to ensure payment data is protected.

Monitoring

Please note that if you communicate with us electronically including by e-mail, telephone or fax, this communication may be randomly monitored and/ or recorded to protect the interests of our business and our customers. This includes for the purposes of maintaining customer and service quality standards, detection of and/ or prevention of crime and to ensure that our employees

comply with legal obligations and our policies and procedures (including our customer relations practices).

Third Parties

Your personal information may be shared with other companies within the Croner Group Limited group and/or with carefully selected business partners, where we believe that details of other, similar products and services may be of interest to you.

No personal information will be transferred to a Croner Group Limited company or a business partner firm located outside of the European Economic Area (EEA), unless we are certain that an adequate level of protection exists in relation to any processing of that information.

If you do not wish your personal information to be shared and processed as described in this paragraph, please let us know via the contact means set out below.

Cookies

Our websites make use of “cookies”. Cookies are a means by which, once you have entered our sites, our web servers collect information from web browsers such as who is visiting the sites, which pages they are viewing and the date and time of usage. This helps us to audit the use of our sites and with the strategic development of our information services. It also enables us to present you with a personalised version of the sites that should make your online experience easier. Our public (non-subscription) web pages can be viewed without cookies (these can be switched off in your browser – for example: in Internet Explorer, under Tools > Internet Options > Security. See the help-menu in your browser for specific information). Subscription areas of our websites cannot be viewed without cookies as they are used to ensure security.

Access to Personal Information

We are happy to provide you with details of the Personal Information which we process about you. We will require proof of identity from you prior to disclosing such information and will charge a small administration fee of £10 in relation to any such requests. Please direct any such request by post to the address below.

Updating Personal Information

In the event that there is a change to your Personal Information, for example your contact details, please let us know of this in writing using the address below or by e-mail to database@croner.co.uk.

Changes to the Policy

Please refer to the site on a regular basis to ensure that you are aware of our most recent policies (including this Privacy Policy) and Terms and Conditions for use of the site.

Consent

Unless you register any preference to the contrary, we will assume that as a user of our services you agree to the processing of the Personal Information in the ways described in this Policy.

Comments and Contact Details

If you have any questions or comments about our Privacy Policy please e-mail us at database@croner.co.uk or write to: Customer Services, Croner Group Limited, Croner House, Wheatfield Way, Hinckley, LE10 1YG

Terms and Conditions

General

These terms apply in respect of sales of loose leaf books, bound books, CDs, online services, telephone services, newsletters, magazines and any combinations of such formats and updating services and information packages (“Goods”) as determined by Croner Group Limited (“the Supplier”) “CCH” and “Croner” are trading names of the Supplier. The Goods are intended for business / commercial users only. “Customers” are defined as named subscribers to subscription Goods or purchasers of non-subscription Goods.

Goods supplied may differ from those advertised in the Supplier’s catalogue or other promotional material. Such differences will not materially alter the Goods. These terms and conditions will be interpreted in accordance with the Laws of England and Wales. The Software products of Croner Software and services of CCH Seminars / Professional Development are not governed by these.

Price

The Supplier reserves the right to change the contents and/or price and/or delivery charges of any Goods at any time without prior notification – if this results from reasons beyond its control. The Supplier will, however, use its best endeavours to notify customers. The price payable shall be the total price specified in the Supplier’s current price list, less any discounts agreed in advance by the Supplier and plus the applicable cost of packaging, postage and delivery (“Delivery Charges”) and VAT at the current rate.

The postage and packing charges displayed on this site are applicable to orders delivered to a UK address only. If your order requires delivery to a non-UK address, please note that, upon receipt of your order, a Customer Services representative will contact you shortly to confirm international delivery charges. The price payable for subscription products after the initial subscription period is the Supplier’s list renewal price at the anniversary of the commencement of the subscription or shall be the price advised by the Supplier when notifying the Customer of the forthcoming renewal.

Any discounts agreed by the Supplier shall have effect only for the duration of the subscription period covered by the Customer invoice or sales confirmation letter/e-mail unless specified in advance in writing.

The subscription price is not refundable either in whole or in part.

Prices are subject to VAT at the applicable rate.

Subscriptions

Subscriptions commence on the date of order (“Commencement Date”) and continue until terminated by the Supplier by no less than 30 days written notice to expire on an anniversary of the Commencement Date or by the Customer within 30 days of the Supplier’s notice of the renewal of the subscription as specified below.

The Supplier will notify the customer in writing before each anniversary of the Commencement Date of the price payable for the next subscription period and, where the subscription relates to a CD or

online product, of any change to the licence terms and conditions applicable to that product.

Licences and electronic content

The Licensor limits usage of the electronic service to the agreed number of users as specified in the product offer. Unless otherwise stated, usage levels refer to the totality of different users who are required to access the service in the client organisation.

Selected information packages include electronic versions of all/part of the service, CD software, online versions of all/part of the service as an integral part of the overall service. Customers will be provided with CDs containing the work and software and/or online access instructions as required to enable access and use through a computer or other electronic device as specified in the product offer.

Online, CD and services provided through any other electronic delivery mechanism is supplied subject to the licence terms and conditions supplied with the product. The Customer is required to review and accept these terms before first using the product. Use of the product is implied acceptance of the terms.

Delivery of online products is made using the World Wide Web. All warranties express or implied, regarding the availability of any online product at any particular time or times are excluded. Croner Group Limited Advice Lines

- Croner Group Limited Advice Lines are telephone advisory services on a variety of areas of business management and practice.
- Advice is given on the understanding that the Supplier is not in business as a law firm, legal consultant, or medical practitioner.
- The service may be used by the Customer to obtain advice relating to their own organisation at one address. This service is not available to organisations or consultants acting as advisers to third parties.
- A membership number must be quoted at the beginning of every call. Advice can only be given to Customers who have a current, paid subscription.
- The Advice Line telephone numbers are confidential and must not be revealed to anyone. • Calls may be monitored/recorded for quality assurance purposes.
- The Supplier reserves the right to terminate the Customer's access to the Advice lines immediately due to the Customer's excessive or otherwise unreasonable use of the Advice lines. Otherwise the Supplier reserves the right to terminate access upon giving the Customer thirty days prior notice in writing.
- The Customer's subscription may be revised in light of their usage of the Advice lines. Written advice is subject to separate terms and conditions.
- The Supplier's total liability in contract tort (including negligence or breach of statutory duty) misrepresentation or otherwise with respect of any claim arising in respect of its acts or omissions in relation to the provision of the Croner Group Limited advice lines under the Agreement shall be limited to the total sums received by the Supplier pursuant to this Agreement in the calendar year of the claim relating to such acts or omissions.

Non-UK titles

Non-UK titles can only be bought on a non-return basis and do not have a 28-day Money Back Guarantee.

Trial, money back guarantees and return policy

Goods offered on a Trial or Money Back Guarantee basis allow the Customer to examine the Goods within the Trial or Money Back Guarantee period (28 days from the date of despatch unless notified otherwise). Customers not wishing to subscribe to the Goods should return them before the end of the Trial or Money Back Guarantee period. Customers failing to return the Goods by the end of the Trial or Money Back Guarantee period will be deemed to have accepted the offer to subscribe and will be liable for payment of the subscription fee invoice.

Goods accepted on a firm sale basis, which include Goods purchased online, using the Metacharge credit card payment service, do not include a Trial period and customers are liable for immediate full payment of the subscription fee invoice. In the case of online Goods purchased using the Metacharge credit card payment service, customers are required to pay for the Goods before access is granted. The Customer is also responsible for the costs of returning the item(s) to the supplier. For protection, the Customer may want to insure any returned items as the Supplier will not be held responsible for the condition of the items being returned or for lost or misdirected items sent back to the Supplier.

Non-UK titles can only be bought on a non-return basis and do not have a 28-day Money Back Guarantee.

In the case of online services Customers wishing to return the Goods under the conditions listed above should return the invoice and/or sales confirmation letter/e-mail with relevant instructions within 7 days of receipt of the Goods.

Claims for damaged Goods or partial delivery or complete loss of consignment must be notified within 28 days of the date of invoice. The Customer's refund will be processed and returned to the Customer using the same purchase method used to acquire the Goods.

Cancellation

No refund is available in the event of cancellation at any point during the subscription period in respect of any Goods.

Intellectual Property

All copyright and other intellectual property rights in the Goods vest in the Supplier unless expressly stated in the Goods that the copyright belongs to a third party. The Customer's subscription to the Goods does not operate to give the Customer any intellectual property rights in the Goods.

The Customer shall not engage in any unauthorised use, copying or distribution of the information in the Goods. The Customer has a personal, non-transferable and non-exclusive license to use the Goods.

Liability

Great care has been taken in the compilation and preparation of the Goods to ensure accuracy and the Supplier will make every endeavour to remedy any errors or attributable omissions. The Supplier does not warrant that the information contained in the Goods is accurate or complete. The Customer accepts that it is his responsibility to ensure that the Goods are appropriate and fit for his purpose(s). The Supplier gives no warranty, express or implied with regard to quality, condition or fitness for purpose. The Supplier's entire liability and the Customer's exclusive remedy shall be the replacement of the Goods. In no event will the Supplier be liable for damages of any kind, direct, indirect or consequential (including, but not limited to, loss of profits) however arising, even if the Supplier has been advised of the possibility of such damage. The Supplier does not guarantee the accuracy, content, or timeliness of online or electronic services or that they or related systems are free from viruses or other contaminating or destructive properties. Time is not of the essence for delivery of Goods and the Supplier's liability for incorrect delivery or failure to deliver is limited to the replacement of Goods. Nothing in this clause shall exclude the Supplier's liability for death or personal injury, for fraud or fraudulent misrepresentation.

Payment

Payment for invoiced Goods is due within thirty days of invoice, in the currency of the invoice and drawn on a UK based bank or any other such method as agreed by the Supplier. Failure to pay all outstanding amounts by the due date may result in the withholding of further supplies to the Customer.

How to Pay

Cheques should be made payable to Croner Group Limited.

BACS payments should be made with the following details.

Bank: HSBC Bank plc, Account: Croner Group Limited.

Sterling – Account Number: 92011891 Sort Code: 40 – 42 – 18

Euro – Account Number: 57067035 Sort Code: 40 – 05 – 15

US\$ – Account Number: 57792454 Sort Code: 40 – 05 – 15

Credit Cards: Phone 020 82471175 or Fax 020 8541 4275. Alternatively some Goods selected and ordered online, can be paid for using the Metacharge online credit card payment service.

Products ordered from the www.cch.co.uk/ifrsbooks site can only be paid for via credit/debit card.

Terms and Conditions

Croner Group Limited (the "Supplier") is the provider of various information products and services to its customers. This agreement is to set out the terms and conditions relating to the sale of loose leafs, bound books, CDs, online information, advice line services, newsletters, magazines, e-books and any combinations of such formats and updating services in information packages ("Goods") as determined by the Supplier.

In these terms and conditions, unless the context otherwise requires, the following words and expressions shall have the following meanings:—

- "Agreement" comprises some or all of:
- these Terms and Conditions;
- Order Form;
- Schedule 1 and;
- any other addenda or additional documents agreed by the parties to be part of the contract between them

In the event of conflict between the provisions of the above documents, the order of precedence shall be as expressed above, unless expressly agreed to the contrary.

"Authorised Users" shall mean current personnel who are permitted to access the Digital Content in accordance with the provisions of this Agreement, the Order Form and Schedule 1 or as notified to the Customer by Supplier.

"Croner" is the trading name of the Supplier.

The name of the "Customer" is as detailed on the invoice.

"Digital Content" shall include but not be limited to online information, CDs, newsletters and magazines. For the avoidance of doubt such Content shall fall within the definition of Goods.

"Force Majeure" shall mean any cause affecting the performance by a party of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including (but without limiting the generality of such terms) government regulations, fire, flood or any disaster.

"Order form" shall mean the form that may be provided to the Customer setting out the fees payable, and any specific terms agreed with the Customer.

"IPR" shall mean intellectual property rights comprising all copyright, trademarks, service marks, design rights (whether registered or unregistered) database rights, proprietary information rights and all similar rights as may exist anywhere in the world.

New sales: Subscriptions

The subscription period begins on the date of the order ("Commencement Date") and unless otherwise agreed lasts for a minimum of 12 (twelve) months. For new sales of Goods the Customer shall have a cooling off period of 14 (fourteen) days from the Commencement Date. During this period of time the Customer shall have the right to terminate this agreement for the Goods.

Renewal sales: Subscriptions; Term and Termination

The subscription continues automatically for successive periods of twelve months unless terminated by either party giving the other party written notice no less than 45 (forty five) days before the anniversary of the Commencement Date. Any cancellations received after this date will not affect the renewal of the subscription and therefore the subscription fee will be due to the Supplier.

The Supplier will notify the customer in writing before each anniversary of the Commencement Date of the price payable for the next subscription period and, where the subscription relates to a Digital Content, of any change to the licence terms and conditions applicable to that Digital Content.

The Supplier shall have the right to terminate this agreement by providing the Customer with 45 (forty five) days prior written notice.

Either party may (without prejudice to its own rights) terminate this Agreement at any time forthwith by notice in writing to the other, if:

a voluntary agreement is approved, or an administration order is made, or a receiver or administrative receiver is appointed over any of the other party's assets or undertaking or a resolution or petition to wind up the other party is passed or presented (other than for the purposes of amalgamation or reconstruction) or if any circumstances arise which entitle the court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order; or the other party defaults in due performance or observance of any of its obligations hereunder and (in the case of a remediable breach) fails to remedy the breach within 30 (thirty) days of receipt of a notice so to do.

One off purchases of Goods:

These purchases shall not be subject to a minimum term.

Payment

Payment is due within 30 (thirty) days of invoice, in the currency of the invoice. Failure to pay all outstanding amounts by the due date may result in the withholding of further supplies to the Customer. In the event that payment is not made within 30 (thirty) days of invoice the Supplier may charge Interest at the rate of 4 (four) % above the Bank of England base rate and may instruct a third party to recover any payments that have not been received by the due date.

You shall not be entitled by reason of set-off, counter-claim, abatement or other similar deductions to withhold payment of any amounts due to us.

Cancellation

No refund is available in the event of cancellation at any point in respect of any Goods, except for when the cancellation is made within the cooling off period detailed above.

Subscription Fee

The Supplier reserves the right to change the contents and/or fee and/or delivery charges of any Goods at any time without prior notification.

The fee payable shall be the total price specified in the Supplier's current price list, less any discounts agreed in advance by the Supplier and plus the applicable cost of packaging, postage and delivery and VAT at the current rate.

The fee payable for subscription products after the initial subscription period is the Supplier's renewal price at the anniversary of the commencement of the subscription unless otherwise agreed. The renewal price shall include any increase in fees that the Supplier has in its sole discretion

determined shall apply. The Subscription fee is not refundable either in whole or in part. The Customer shall pay the subscription fee within 30 (thirty) days of the invoice date, and thereafter annually within 30 (thirty) days of that year's invoice date alternatively payment may be made in instalments, as agreed with the Supplier.

Fees are subject to VAT at the applicable rate.

Digital Content

The Client is granted a non-exclusive, non-transferable and time limited licence to access and use the Digital Content for its core, established and usual business activities, and if appropriate and permitted, those of its customers.

The licence is subject to the conditions set out in Schedule 1 and otherwise subject to the terms of this Agreement will terminate automatically on the termination of this Agreement.

Access to the Digital Content shall be for the number of Authorised Users as set out in the Order Form, or as notified to the Client by the Supplier. Unless otherwise stated, usage levels refer to the totality of different users who are required to access the service in the customer organisation.

The Supplier reserves the right at any time to withdraw any content for which it no longer retains the right to publish or which it has reasonable grounds to believe infringes third party IPR or is unlawful or otherwise objectionable. Croner Group Limited shall give written notice of such withdrawal wherever possible.

Selected information packages include Digital Content versions of all/part of the service, service as an integral part of the overall service. Customers will be provided with Digital Content containing the work and software and/or online access instructions as required to enable access and use through a computer or other electronic device as specified in the order form. Digital Content and services provided through any other digital delivery mechanism are supplied subject to the licence terms and conditions supplied with the product and / or detailed within this Agreement.

The Customer is required to accept these terms before using the product. Use of the product is implied as acceptance of the terms. Delivery of online products is made using the internet.

OBLIGATIONS OF THE CUSTOMER

The Customer understands that for some Digital Content there are minimum system requirements and that they will be responsible for ensuring that they are able to meet such requirements before purchasing the Goods.

The Customer shall ensure all of its Authorised Users do not infringe the IPR of the Supplier (and any relevant third parties) in the Digital Content or otherwise breach the license granted under this Agreement.

The Customer and its Authorised Users shall ensure that any infringement or suspected infringement of such rights by third parties shall be notified to Supplier immediately. The Customer shall ensure that any unauthorised use of the Digital Content and/or failure to comply with the Conditions specified in this Agreement by it or any of its Authorised Users shall be notified to Supplier

immediately and that the Customer shall ensure that such activity ceases and any recurrence prevented.

The Customer shall issue passwords and other access information only to Authorised Users and shall ensure that Authorised Users do not divulge their passwords or other access information to any third party.

The Customer shall keep full and up-to-date records of all of its Authorised Users and shall provide Supplier with details of these upon request. The Customer shall safeguard the IPR, confidential information and any other proprietary rights of Supplier.

The Customer shall observe Supplier's policies in relation to bribery, privacy and acceptable use as amended from time to time by Supplier.

Intellectual Property

All copyright and other IPR in the Goods is vested in the Supplier (unless otherwise agreed). The Customer shall not engage in any unauthorized use, copying or distribution of the information in the Goods. The Customer has a personal, non-transferable and non-exclusive licence to use the Goods.

Technical Assistance and Support

The Supplier shall, during the term of the Agreement, provide the Customer with the technical advice and support relating to access to the Digital Content provided by the Supplier (the "Assistance"). The Supplier shall ensure that appropriately qualified members of staff shall be available during normal working hours to deal with, process and act upon enquiries.

Although the Supplier will use its reasonable endeavours to provide the Assistance no warranty or representation is made regarding the availability of the Assistance.

Croner Group Limited Advice Lines

The Customer may have access to the Croner Group Limited Advice Lines as part of the Goods, in this event clauses 1–11 inclusive (below) shall apply:

1. Advice Lines are telephone advisory services on a variety of areas of business management.
2. Advice is given on the understanding that the Supplier is not in business as an accountant, lawyer, legal consultant or medical practitioner.
3. The service may be used by the Customer to obtain advice relating to their own organisation. This service is not available to organisations or consultants acting as advisers to third parties.
4. A membership number must be quoted at the beginning of every call. Advice can only be given to Customers who have a current, paid subscription.
5. The Advice Line telephone numbers are confidential and must not be revealed to anyone.
6. Calls may be monitored / recorded for quality assurance purposes.
7. The Supplier has the right to terminate the Customer's access to the Advice lines immediately due to the Customer's excessive or otherwise unreasonable use of the Advice lines. For the avoidance of doubt unreasonable use shall include being abusive or difficult with the Suppliers representatives. Alternatively the Supplier has the right to terminate

access upon giving the Customer thirty days prior notice. The Supplier has sole discretion in order to determine what is excessive and unreasonable.

8. Your subscription and charges may be reviewed in light of your usage of the advice lines.
9. All advice is given in good faith and is based upon the information supplied by the Customer during the call. The Supplier cannot be held liable for any loss suffered if inaccurate or incomplete information is given. The Suppliers representatives may ask questions to elicit information to assist us in answering your questions, but we are not obliged to do so and a failure by us to ask questions that may have altered our advice will not incur any liability on our part.
10. Advice given is specific to the individual issue being discussed and is not intended to be applied to other situations. In the event that a Customer does this it shall be at their own risk and the Supplier shall not incur any liability for this.
11. Written advice is subject to separate terms and conditions. For the avoidance of doubt written advice is subject to separate fees.

Confidentiality

Both parties shall treat as confidential all information supplied by the other which is designated as confidential by such other party or which is by its nature clearly confidential, but this shall not extend to any information which is rightly in the possession of the other prior to the commencement of the negotiations leading to this Agreement, or which is already known or becomes so at a future date (other than as a result of a breach of this clause). Neither party shall divulge any such confidential information to any person except to its employees and then only to those employees who need to know the same, and shall ensure that such employees are aware of and comply with the obligations within this clause.

LIABILITY – PLEASE READ THIS CLAUSE CAREFULLY

Great care has been taken in the compilation and preparation of the Goods to ensure their accuracy, and the Supplier will use every reasonable endeavour to remedy any errors or omissions in a timely manner. However, the Supplier cannot and does not warrant that the information contained in the Goods is completely accurate or complete.

The Supplier accepts that it is their responsibility to ensure that the Goods are appropriate and fit for general reference use but cannot guarantee that they will be appropriate and fit for any specific application.

The Supplier does not guarantee the timeliness of delivery of the Goods (including and Digital Content) or the condition of Goods when received and as such time is not of the essence for delivery and the Supplier's liability for incorrect delivery, failure to deliver, or delivery of damaged Goods is limited to replacement of the Goods.

Where the Goods are Digital Content the Supplier will use reasonable endeavours to ensure that the Goods are free from viruses or other contaminating or destructive properties, but the Supplier cannot guarantee this and therefore the Customer should ensure that it completes its own checks prior to use. Whilst the Supplier will use reasonable endeavours to ensure online Goods are available, no guarantees can be given in relation to uptime.

Subject to the other limits and exclusions set out in this clause, the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with this Agreement, whether in contract, tort (including negligence), misrepresentation or otherwise shall be limited in each Contract Year to the greater of (i) the total fees paid or payable by the Customer pursuant to this Agreement in that Contract Year; and (ii) £100,000 (one hundred thousand) pounds sterling. For the purposes of this clause, a "Contract Year" shall mean a successive twelve month period beginning on the Commencement Date or an anniversary of the Commencement Date.

Notwithstanding the caps on liability in the paragraph above, the Supplier's total aggregate liability to the Customer arising under or in connection with this Agreement, whether in contract, tort (including negligence), misrepresentation or otherwise shall not exceed £200,000 (two hundred thousand) pounds sterling.

If the Customer is a business customer, in no event will the Supplier be liable for any indirect or consequential losses or any loss of profits, even if the Supplier has been advised of the possibility of such damage.

If the Customer is a consumer customer, the Supplier will not be responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of the Supplier's breach or if they were contemplated by the Customer and the Supplier at the time of entering into this Agreement.

If the Customer is a business customer, all terms implied by law are, to the extent permitted by law, excluded from this Agreement.

Notwithstanding the provisions of this liability clause, nothing in this Agreement shall exclude the Supplier's liability for breach of the terms implied by section 12 of the Sale of Goods Act 1979, death or personal injury caused by negligence, for fraud or fraudulent misrepresentation or for any other losses which cannot be excluded by law, including, if the Customer is a consumer customer, under the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples) and the Consumer Protection Act 1987.

General

Entire Agreement — If you are a business customer, this Agreement shall constitute the whole of the terms agreed between the parties hereto in respect of the subject matter of this Agreement.

Variation — This Agreement shall be capable of being varied only by a written instrument signed by a duly authorised officer or other representatives of the parties.

Severability — This Agreement is severable in that if any provision is determined to be illegal or unenforceable by any court of competent jurisdiction such provision shall be deemed to have been deleted without affecting the remaining provisions of this Agreement.

Waiver — Unless otherwise agreed in writing, no failure by any Party to exercise any right or remedy available to it hereunder, nor any delay so as to exercise any such right to remedy shall operate as a waiver of it nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.

Third party rights — No third party shall have any rights under the Contracts (Rights of third Parties) Act 1999 or otherwise in connection with this Agreement.

Governing law and jurisdiction — This Agreement shall be governed and construed in accordance with the laws of England. The parties hereby irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Partnership, Agency, Employment Relationship — This Agreement does not create any relationship in the nature of partnership, agency or employment.

Communications — except as otherwise expressly provided no communication from the Supplier to the Customer or vice versa shall have any validity unless made in writing.

Force Majeure — neither party shall in any circumstances be liable to the other for any damages of any kind whatsoever including but not limited to any damages whether directly or indirectly caused to or incurred by the other party by reason of failure or delay in the performance of its obligations under this Agreement which is due to force majeure.

Each party shall use all reasonable endeavours to continue to perform its obligations under this Agreement for the duration of such Force Majeure event. However, if any such event prevents the Supplier from performing its obligations for a period in excess of 3 (three) months, the Customer may terminate this Agreement. If any party becomes aware of circumstances of Force Majeure which give rise to or which are likely to give rise to any such failure or delay on its part it shall forthwith notify the other by the most expeditious method then available and shall inform the other of the period which it is estimated that such failure or delay shall continue.

Change of ownership – In the event that the Customer is acquired or merged but still continues to trade as a going concern the Customer will continue to be liable to the Supplier for its obligations under these terms.

Notices – Written notice for the Supplier shall be sent to: Croner Client Relations Manager:

Croner House, Wheatfield Way, Hinckley, LE10 1YG. Written notice to the Customer shall be sent to the invoice address that is used for the Customer.

SCHEDULE 1 – LICENCE CONDITIONS AND RESTRICTIONS ON USE FOR THE DIGITAL CONTENT

1. The Customer shall immediately inform the Supplier of any unauthorised access to the Digital Content of which the Customer becomes aware.
2. The Customer's use of the Digital Content carries no rights to IPR therein. For the avoidance of doubt all IPR in the Digital Content belongs to the Supplier and other specified copyright owners.
3. No commercial exploitation of the Digital Content is permitted beyond that stated in this Agreement.
4. The Digital Content does not purport to be a substitute for professional advice in specific circumstances.
5. The Customer shall not remove or alter any copyright notices or any trademarks or other identifying marks of the Supplier (or those of any third parties having IPR in the Digital

Content). The Customer shall not remove or alter any disclaimer as it appears on any part of the Digital Content.

Below is an example of a copyright notice that may be used by the Supplier:

Crown Copyright legislation and other Crown Copyright material is reproduced under the terms of Crown Copyright Policy Guidance issued by HMSO or with the permission of the Controller of Her Majesty's Stationery Office.

European Communities copyright material is reproduced with permission.

The copyrighted material of other parties is reproduced with permission.

6. The downloading and/or emailing of content from the Digital Content shall be subject to the limitations imposed from time to time by the Supplier and as indicated in the downloading commands or as by indicated in the Supplier's fair usage policy or otherwise. In any event, the Customer shall only be entitled to download or otherwise access each e-book a maximum of five times. There shall be no unreasonable downloading, emailing or reproduction of the Digital Content (or any part thereof). The Supplier shall have the right to monitor the Customer's use of the Digital Content and to discontinue access thereto in the event of excessive and unreasonable downloading, emailing or reproduction of the Digital Content to be determined at the sole discretion of the Supplier.
7. The Customer may take copies of and store the Digital Content but only to the reasonable level required for the purposes of its own business and subject to any limit on the number and extent of copying as may be imposed by the Supplier from time to time.
8. The Customer may not use the Digital Content in any way that infringes the copyrights or proprietary interests therein.

Payment

Payment for invoiced Goods is due within 30 days of invoice, in the currency of the invoice and drawn on a UK based bank or any other such method as agreed by the Supplier. Failure to pay all outstanding amounts by the due date may result in the withholding of further supplies to the Customer.

How to Pay

The preferred payment method is Direct Debit; please contact our Customer Service team on 0844 561 8166 for more information.

BACS payments should be made with the following details:

Bank: HSBC Bank PLC

Account Name: Croner Group Limited

Sterling – Account Number: 01401092 Sort Code: 40 – 42 – 18

IBAN: GB02MIDL40421801401092 BIC: MIDLGB22

Euro – Account Number: 57067035 Sort Code: 40 – 05 – 15

IBAN: GB37MIDL40051557067035 BIC: MIDLGB22

US\$ – Account Number: 57792454 Sort Code: 40 – 05 – 15

IBAN: GB61MIDL40051557792454 BIC: MIDLGB22

Credit Cards: Phone 020 8247 1697

[Download a copy](#)

Terms & Conditions

General

These terms apply in respect of sales of online services, telephone services, newsletters, books, magazines and any combinations of such formats and updating services and information packages (“Goods”) as determined by Croner Group Limited (“the Supplier”). “Customers” are defined as named subscribers to subscription Goods or purchasers of non-subscription Goods.

Goods supplied may differ from those advertised in the Supplier’s catalogue or other promotional material. Such differences will not materially alter the Goods. These terms and conditions will be interpreted in accordance with the Laws of England and Wales.

Price

The Supplier reserves the right to change the contents and/or price and/or delivery charges of any Goods at any time without prior notification. The price payable shall be the total price specified in the Supplier’s current price list, less any discounts agreed in advance by the Supplier and plus the applicable cost of packaging, postage and delivery (“Delivery Charges”).

The price payable for subscription websites after the initial subscription period is the Supplier’s list renewal price at the anniversary of the commencement of the subscription or shall be the price advised by the Supplier when notifying the Customer of the forthcoming renewal.

Any discounts agreed by the Supplier at the date of these terms and conditions shall have effect only for the duration of the subscription period covered by the Customer invoice or sales confirmation letter/e-mail unless specified in advance in writing.

Prices are subject to VAT at the applicable rate.

Subscriptions

Subscriptions commence on the date of order (“Commencement Date”) and continue until terminated by the Supplier by no less than 30 days written notice to expire on an anniversary of the Commencement Date or by the Customer within 30 days of the Supplier’s notice of the renewal of the subscription as specified below.

The Supplier will notify the customer in by letter or e-mail before each anniversary of the Commencement Date of the price payable for the next subscription period and of any change to the licence terms and conditions applicable to this online service.

Licences and Electronic Content

The Licensor limits usage of the electronic service to the agreed number of users as specified in the product offer. Unless otherwise stated, usage levels refer to the totality of different users who are required to access the service in the client organisation.

Online services provided through any other electronic delivery mechanism are supplied subject to the licence terms and conditions supplied with the product. The Customer is required to review and accept these terms before first using the product. Use of the product is implied acceptance of the terms.

Delivery of online products is made using the World Wide Web. All warranties express or implied, regarding the availability of any online product at any particular time or times are excluded.

Croner Advice: Telephone and E-mail

- Croner Advice Lines are telephone and e-mail advisory services on a variety of areas of business management.
- Advice is given on the understanding that the Supplier is not in business as a lawyer, legal consultant or medical practitioner.
- Advice is given on the basis of the information supplied by the Customer to the Supplier and the Supplier accepts no responsibility for any advice given based on incorrect or misleading information or information omitting relevant facts.
- The service may be used by the Customer to obtain advice relating to his or her own organisation at one address. This service is not available to organisations or consultants acting as advisers to third parties.
- A membership number must be quoted at the beginning of every call or e-mail request. Advice can only be given to Customers who have a current, fully paid subscription.
- The Advice Line telephone numbers, e-mail addresses and membership numbers are confidential and must not be revealed to anyone.
- Calls and e-mails may be monitored/recorded for quality assurance purposes.
- All advice given is correct at the time that advice is given and it is the responsibility of the Customer to ensure that that advice remains correct in accordance with any changes in legislation, rules or regulations where that advice is used subsequently.
- The Supplier reserves the right to change these conditions at any time.

Cancellation

No refund is available in the event of cancellation at any point during the subscription period in respect of any Goods.

Liability

The Supplier warrants that the version of the Goods supplied will be free of defects that prevent access by the users and meets the full required operating capability.

Although great care has been taken in the compilation and preparation of the Goods to ensure accuracy, the Supplier will make every endeavour to remedy any errors or attributable omissions. The Supplier's entire liability and your exclusive remedy shall be the replacement of the Goods that do not meet the warranty given above. In no event will the Supplier be liable for damages of any kind, direct, indirect or consequential (including, but not limited to, loss of profits) however arising, even if the Supplier has been advised of the possibility of such damage. The supplier does not guarantee the accuracy, content, or timeliness of online or electronic services or that they or related systems are free from viruses or other contaminating or destructive properties. Time is not of the essence for delivery of Goods and the Supplier's liability for incorrect delivery or failure to deliver is limited to the replacement of Goods.

Advertising

Terms and conditions relating to the sale and provision of display advertising in Supplier Goods are subject to separate terms and conditions supplied with the confirmation of advertising order bookings.

Terms and Conditions

1. Commencement and Term of the Contract

1.1. The Contract shall commence on the date of final signature (“Commencement Date”) and shall continue for a fixed, non-terminable «opportunity_contract_length» period.

1.2. Unless either party gives 3 months’ notice prior to the end of the «opportunity_contract_length» term, this Contract shall then continue automatically for a further «opportunity_contract_length» term, when it will again continue unless terminated by the same notice procedure.

2. BUSINESS COMPLIANCE ADVICE

2.1. Croner Group Limited shall provide the Client with access to a Croner Advice Team, to provide telephone advice on issues of employment law and practice, Tax and Commercial Legal matters The Advice Line shall be accessible 24/7 in respect of Employment Law and Health & Safety Advice and normal business hours in respect of Tax, Payroll and Commercial Legal.

2.2. In providing the Advice Line Croner Group Limited shall comply with the Service Level Agreement set out in Schedule 2.

2.3. In order to maintain and further improve quality standards, telephone calls to the Advice Line and Croner Group Limited’s Client Retention Team will be recorded. Croner Group Limited will ensure that strict controls and security are maintained over such recordings at all times and that Client confidentiality is fully protected.

3. CRONER SIMPLIFY ONLINE

3.1. The content and features of Croner Simplify Online are set out in Schedule 1.

3.2. Croner Group Limited agrees to grant the Client a personal, non-exclusive licence to use Croner Simplify Online and its underlying software. The licence will terminate automatically on the termination of this Agreement for whatever reason. The conditions relating to the Client’s licence are set out in Schedule 3.

3.3. Croner Group Limited shall throughout the term of this Agreement, maintain and support Croner Simplify Online by providing a telephone technical helpdesk accessible during normal business hours during the working week. The helpdesk will deal with user issues arising out of the use of Croner Simplify Online and any errors which may occur in the software. The maintenance and support service does not extend to any errors in the software resulting from any modifications, additions, variations or enhancements made to the software by the Client without Croner Group Limited’s consent or resulting from incorrect use, abuse or corruption of the software. In addition, the maintenance and support service does not extend to resolving errors or operational difficulties caused by or arising from the integration of Croner Simplify Online with any software or third party equipment not supplied or approved by Croner Group Limited.

3.4. If requested by the Client, WKUK shall (at the Client’s cost) provide implementation support and training in the use of Croner Online.

4. INFORMATION

4.1. Croner Group Limited represents and warrants:

4.1.1. That it has used all reasonable endeavours to ensure that the details contained in the Information are, and will remain, true, accurate and complete.

4.1.2. Croner Group Limited shall update the On-Line Information on a continual basis.

4.2. Croner Group Limited grants the Client a personal, non-exclusive licence to access and use the Information.

5. CONSULTANCY

In the event of the Client or its employees failing to honour appointments made with Croner Group Limited, then the entitlement to that day of consultancy is lost/treated as fulfilled.

6. TRAINING

The Client acknowledges that the advice provided through the Training webinars and podcasts is general in its nature and that specific advice will be required for individual problems and issues.

7. LEGAL EXPENSES INSURANCE

Where the Client has purchased the Legal Expenses Insurance, the Terms of the relevant policy shall be deemed to be incorporated into this Agreement and the Client shall fully perform the obligations and be bound by the terms of the policy.

8. CRONER GROUP LIMITED OBLIGATIONS AND WARRANTIES

8.1. Croner Group Limited shall abide by the terms of the SLAs (Schedule 2) in relation to the provision of the Croner Simplify Online and the Advice Line.

8.2. Croner Group Limited represents and warrants:

8.2.1. that it possesses full power and authority to enter into and to perform this Agreement

8.2.2. that it has not as at the date of this Agreement, granted any rights the exercise of which would derogate from or be inconsistent with the rights granted to the Client under this Agreement.

8.2.3. that Croner Simplify Online, throughout the currency of this Agreement, shall maintain the content, features and benefits set out in Schedule 1.

8.2.4 that Croner Simplify Online contains nothing unlawful or which infringes the copyright of a third party.

8.2.5. that it will discharge all its obligations under this Agreement with all due skill, care and diligence and attention expected of a provider of services similar to those provided pursuant to this Agreement.

8.3. Except in respect of liability for fraud or fraudulent misrepresentation or for death or personal injury resulting from its proven negligence, Croner Group Limited's maximum aggregate liability in contract, tort (including for negligence), misrepresentation, or otherwise arising under or in connection with this Agreement, shall be limited to the fees paid by the Client in the 12 months immediately preceding the event giving rise to the claim or claims in question.

9. CLIENT DATA AND INFORMATION

9.1. Any Client data, including employee documentation and records (together "Client Data") which is uploaded and stored on the on-line facilities and databases provided through Croner Simplify Online are and will remain throughout the currency of this Agreement, the property of the Client. Croner Group Limited shall not acquire any IPR or other proprietary rights in Client Data.

9.2. Croner Group Limited shall not disclose any Client Data to a third party except at the specific written request of the Client or where obliged to do so under any statutory requirements, in which case (if permissible by law) it shall advise the Client in advance of disclosure.

10 DATA PROTECTION

10.1. Croner Group Limited warrants that there will be in place appropriate technical and organisational measures against accidental or unlawful destruction of or accidental loss or unlawful disclosure of any Client Data that contains personal data (as that term is interpreted in accordance with the Data Protection Act 1998 ("the Act") ("Personal Data"). Adequate security measures shall be in place to ensure that unauthorised persons will not have access to the Personal Data.

10.2. Croner Group Limited warrants that all security measures referred to in sub-clause 10.1 above will reflect the level of damage that might be suffered by, and any harm which might result to, the persons who are the subject of the Personal Data as a result of unauthorised access or disclosure.

10.3. Croner Group Limited warrants that any processing of Personal Data that is carried out by Croner Group Limited shall at all times be carried out in accordance with the Act and that Croner Group Limited will otherwise conduct themselves in accordance with the Act and for the purposes of this clause "processing" shall be interpreted in accordance with the Act.

10.4. In addition to the specific warranties set out in sub-clauses 10.1, 10.2 and 12.3 both Croner Group Limited and the Client shall comply with the provisions of the Act and shall not do anything which may cause the other party to infringe the Act. Each party also warrants that it has made all registrations and notifications required of it under the Act.

11. CLIENT OBLIGATIONS

11.1. The Client shall pay the fees agreed with Croner Group Limited. Non-payment of fees shall entitle Croner Group Limited to discontinue the Service and if fees remain unpaid 60 days after the due date, Croner Group Limited may, upon written notice, terminate the Contract with immediate effect.

11.2. The Client shall not by any act or omission harm or prejudice the Intellectual Property Rights ("IPR") vested in Croner Group Limited. Any unauthorised use of Croner Simplify Online or Information or any third party infringement of the IPR shall be notified to Croner Group Limited immediately.

11.3. The Client acknowledges and accepts that it is solely responsible for:

11.3.1. the accuracy of all the Client Data (as defined in Clause 11)

11.3.2. the retention of backup copies of the Client Data whether by means of off line hard copies and/or data retained on computer disc(s)

11.3.3. establishing, maintaining and monitoring of adequate internal security measures in connection with the accessing of and use of Croner Simplify Online, including ensuring the confidentiality and safe storage of all login details, user names and passwords

11.3.4. ensuring that any security level set for any particular category of Client Data is correct.

11.4. The Client shall ensure that it does not:

11.4.1. Use Croner Simplify Online for any unlawful purpose or in contravention of any English law.

11.4.2. Upload any content to form part of the Client Data which is or is likely to be construed as defamatory, threatening, offensive, abusive, obscene or otherwise unlawful

11.4.3. Attempt to gain unauthorised access to Croner Simplify Online

11.4.4. Use Croner Simplify Online in any way which will or is likely to cause damage to its operation or will interfere with or disrupt other client users of Croner Simplify Online.

11.5. The Client is responsible for the cost of all telephone or cable services and other charges it incurs for the purpose of accessing and using Croner Simplify Online and the cost of all computer equipment and hardware that is necessary to enable the Client to access and use it. The Client is also responsible for determining the suitability of these items for the purpose of accessing and using Croner Simplify Online.

11.6. The Client shall ensure that any unauthorised use of the On-Line Information by any of its employees shall be notified to Croner Group Limited immediately and that the Client takes all reasonable steps, both to ensure that such activity ceases and to prevent any recurrence.

11.7. The Client shall issue passwords and other access information only to Authorised Users and use all reasonable endeavours to ensure that Authorised Users do not divulge their passwords or other access information to any third party.

11.8. The Client shall keep full and up-to-date records of all of its Authorised Users and shall provide Croner Group Limited with details of these upon request. The Client shall use its best endeavours to safeguard the Intellectual Property Rights, confidential information and any other proprietary rights of Croner Group Limited.

12. Intellectual Property Rights

12.1. The Client shall gain no IPR vested in Croner Group Limited arising from the exercise of its rights under this Agreement or in the exercise of its licence to use Croner Simplify Online or the Information.

13. FINANCIAL ARRANGEMENTS

13.1. The fees payable to Croner Group Limited and the payment arrangements are agreed with individual Clients. All fees specified are exclusive of VAT at the then current rate

13.2. Prior to the expiry of the initial period identified in clause 2.1. Croner Group Limited will inform the client of any proposed change in fees; in the absence of notice given in accordance with

clause 2.1, then the contract will continue upon the fees as notified by Croner Group Limited to the client.

13.3. The fees agreed with the Client are based upon the Client's requirements as made known to Croner Group Limited and the known size of the Client as at the date of this contract. In the event that any of the following events occur Croner Group Limited reserve the right to seek an increase in the fees payable by the Client:

13.3.1. The acquisition of or merger with any other firm, partnership or business of whatsoever type

13.3.2. The change in location or locations of the Client's business operations

13.3.3. The increase in employee headcount of more than 50% from the details declared in this Agreement

13.3.4. The usage of services being beyond that reasonably expected

13.3.5. Where Legal Expenses Insurance has been purchased the claims history of the client being higher than would be reasonably expected

13.4. In the absence of agreement with the Client as to revised fees, pursuant to sub-clauses 13.2 and 13.3, Croner Group Limited may terminate this Agreement on 30 days' notice.

14. TERMINATION

14.1. Either party may at any time by notice in writing terminate this Agreement forthwith, if:

14.1.1. the other party commits any material breach of any term of this Agreement and which (in the case of a breach capable of being remedied) shall not have been remedied within 30 days of a written request to remedy the same. Failure by Croner Group Limited to deliver all of the features of the Core Services and Additional Services and/or failure to comply fully with the terms of Schedule 2 (SLAs) shall not constitute a material breach of this Agreement and entitling the Client to terminate pursuant to this sub-clause.

14.1.2. the other party becomes insolvent or ceases to trade.

14.2. Upon termination for any reason:

14.2.1. all licence and other rights granted to the Client under this Agreement shall cease.

14.2.2. the Client shall cease all activities authorised by this Agreement.

14.2.3. the Client shall immediately pay to Croner Group Limited all sums due under this Agreement

14.2.4. the Client shall destroy or return (at Croner Group Limited's option) all Croner Simplify Software documentation in its possession, custody or control.

15. DISPUTE RESOLUTION

15.1. If at any time any question, dispute or difference whatsoever shall arise between the parties in relation to or in connection with this Agreement both parties shall use their best endeavours to remedy the dispute at a local management level by the use of Croner Group Limited's formal complaints procedure. If, however, such dispute which cannot be remedied appears to prejudice this

Agreement to a significant extent either party may call a meeting (“Dispute Meeting”). The Dispute Meeting shall be held within fourteen (14) days of the date of the notice calling the same (unless otherwise agreed) and will be attended by senior management of both parties. The purpose of the Dispute Meeting shall be to review and agree as far as is practicable the action to be taken to solve the problems which have given rise to the calling of the Dispute Meeting and the parties shall negotiate with each other in good faith to that end. If the dispute still cannot be remedied then it may be referred with the agreement of both parties, to the Chief Executive of the Centre for Dispute Resolution. If either party does not agree to the dispute being so referred, then the dispute shall be determined by the courts.

16. GENERAL

16.1. Entire Agreement

This Agreement shall constitute the whole of the terms agreed between the parties hereto in respect of the subject matter of this Agreement, providing that nothing in this clause shall limit a party’s liability for fraudulent misrepresentation.

16.2. Variation

This Agreement shall be capable of being varied only by a written instrument signed by a duly authorised officer or other representatives of each of the parties.

16.3. Severability

This Agreement is severable in that if any provision is determined to be illegal or unenforceable by any court of competent jurisdiction such provision shall be deemed to have been deleted without affecting the remaining provisions of this Agreement.

16.4. Waiver

Unless otherwise specified in writing, no failure by any party to exercise any right or remedy available to it hereunder or any delay so as to exercise any such right to remedy shall operate as a waiver of it nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any right or remedy.

16.5. Third Party Rights

No third party shall have any rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise in connection with this Agreement.

16.6. Partnership; Agency; Employment Relationship

This Agreement does not create any relationship in the nature of partnership, agency or employment between the parties and nothing in this Agreement shall be construed as evidence of any partnership, agency or employment.

16.7. Force Majeure

Croner Group Limited shall not be liable to the Client for any failure to provide the Service as a result of force majeure which shall include (but not be limited to) Acts of God, war, strikes, lock-outs,

civil commotion, mechanical or technical difficulties or any other cause whatsoever beyond Croner Group Limited's reasonable control.

16.8. Governing Law and Jurisdiction

This Agreement shall be governed and construed in accordance with the laws of England. The parties hereby irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales.

16.9. Notices

All Notices to be served upon Croner Group Limited should be sent by first class post to:

Croner Client Relations Manager

Croner Group Limited

Croner House

Wheatfield Way

Hinckley

Leicestershire LE10 1YG

Schedule 1: Indicative Description of the Core Services and Additional Services delivered under the Trading Name of "Croner").

Croner Simplify Online

Croner Simplify clients benefit from a secure, web-based solution that provides information, guidance and tools in combination with the support of their Croner team.

What is included:

- Employee Management database
- Common Processes
- Documents
- Accident & Disease Reporting
- Information
- Training

Business Compliance Advice

Croner provide advice on any legal issue affecting the employment of people, health and safety and the running of the client's business.

What is included:

- Dedicated local consultant
- Named central advisory team
- 24/7 employment and health & safety advice by telephone and email
- Office hours advice on commercial legal and tax, VAT and payroll
- Proactive guidance

- Feedback on documents.

Crisis Support

Croner provide rapid support in the event of a crisis relating to an Employment or Health & Safety issue

What is included:

- 24/7 telephone support
- Your local consultant to visit site when necessary
- Action plan and or report
- Ongoing telephone support

Information

An online reference resource covering employment, health & safety, business management and environment essentials - news, Q&As, quick facts, in-depth information, factsheets.

Key rates and data – payroll, income tax, national insurance etc.

Employment ready reckoner to calculate things like minimum wage, maternity pay, redundancy pay.

Training

Training podcasts and interactive webinars are delivered and stored on the online service, available to the client's team whenever they need them.

Employment Documentation Support

Croner will provide legally robust employment-related documents to ensure the client meets their legal obligations.

What is included

- Employment contracts
- Employee handbooks
- Automatic legal updates

How we deliver

Croner has developed a robust, legally compliant set of document templates.

The Croner consultant will speak to the client by telephone. They will tailor the templates with company and industry specific information.

Documents include:

- Employment contracts:
- Employee handbooks:

The documents will be delivered directly through the Croner Simplify online solution.

Employment Documentation Audit

Each year of the Agreement Croner will review relevant documents for compliance with employment legislation and HR best practice.

What is included

- Contracts of employment
- Service agreements
- Employee handbook
- HR policies and procedures

How we deliver

The client's local Croner consultant will:

- review documents for compliance with employment legislation and best practice.
- provide a report to identify gaps and recommendations for improvement.
- provide suggested clauses and policies for the client to use to update the documents to make them compliant.
- Review the documents for compliance on an annual basis

The documents will be delivered through the Croner Simplify online system.

Health & Safety Support

The service comprises:

- The documentation they need to be legally compliant
- Help to implement the relevant legislation in their business.

What is included - Documentation

Documentation includes:

Health & safety policy statement	Basic responsibilities
Health and safety arrangements Risk assessment guidance and templates	Essential health & safety information Fire safety checklist
Relevant health and safety forms, records and templates	Monitoring and review

How we deliver

The allocated H&S consultant will speak to the customer by telephone for an initial discussion. The consultant will then configure templates for the company, which will be hosted in Croner Simplify online. On-site support/visits are not included unless specifically agreed and additionally paid for by the Client.

What is included - Implementation

- Online survey tool & report

- Telephone discussion with consultant
- Proactive contact
- Annual review

How we deliver

Assessment: The customer completes a web-based health & safety audit, accessed from Croner Simplify Online.

Action Plan: The survey tool generates a report and sends it to the customer and the Croner consultant. The consultant calls the customer to discuss and develop a prioritised action plan for compliance and best practice.

Proactive Support: The consultant will proactively contact the customer by telephone or email when they need to take action or if new legislation affects them. This may be initiated by triggers set up in Croner Simplify in line with the action plan.

Annual Review: The consultant will review compliance status and action plan on an annual basis.

Legal Expenses Insurance

Croner Group Limited provides Legal Expenses Insurance to cover legal defence costs and awards in the event of an employment tribunal claim or defence costs in the event of a health & safety prosecution.

What is included:

- Employment
- Health and Safety

Please refer to the insurance policy document and policy summary for details of the terms and conditions of the Policy.

Consultancy

Additional ad-hoc support or guidance on specific projects.

What is included

- Consultancy can be purchased in day or half-day packages.
- It can be used for services currently provided by Croner. For example: risk assessments, site inspections, redundancy support, TUPE support

How we deliver

- Consultancy will typically be delivered by the allocated local consultant.

Activity will be agreed between the consultant and the client.

Schedule 2: SLAs and Croner Group Limited Warranties

ADVICE LINE

Croner Group Limited shall ensure that the Client will be able to gain direct access to the Advice Line by way of a dedicated UK 0844 telephone number (charged at the standard 0844 rate) allocated by Croner Group Limited by quoting a special scheme number(s).

Croner Group Limited shall ensure that the Helpline Consultants record details of each caller, the date, time and duration of the call, their query and the advice given. No call is left without adequate follow. Strict security is adhered to, and the confidentiality of the calls preserved at all times.

In providing the Advice Line, Croner Group Limited undertakes to:

endeavour that at all times there are sufficient trained Helpline Consultants available to answer calls within reasonable ring and time limits. Take all reasonable precautions and at all times have in place suitable disaster recovery arrangements in the event that the Helpline Consultants are not available to provide the Advice Line.

Keep confidential any information concerning the Client that it has acquired as a result of providing the Advice Line or otherwise;

Ensure that the Helpline Consultants do not misrepresent any information relating to the Client in any way or make any misleading or inaccurate statements regarding the Client.

Ensure that any advice given, based on the information provided by the caller is correct and suitably qualified in the case of doubt; and

In the case of any necessary call back to the Client, Croner Group Limited shall endeavour to ensure that such a call back occurs within a reasonable period of time. Croner Group Limited undertakes that it and the Helpline Consultants have the necessary resources and systems; skills, qualifications and training to provide sound advice to the Client.

CRONER SIMPLIFY ON LINE AND ONLINE INFORMATION

The Employment Management Software and On Line Information will be accessible throughout the working week except for scheduled downtime and any emergency repairs.

Wherever practicable, scheduled downtime shall take place outside the hours of 9 am and 5 pm, Monday to Friday.

The Technical Helpdesk shall respond to enquiries as soon as reasonably practicable and shall supply a solution to any problem within 24 hours whenever technically feasible.

Data Protection

Croner Group Limited warrants that there will be in place appropriate and organisational measures to guard against loss of, or accidental or unlawful disclosure of any Client Data that contains personal data (as that term is interpreted in accordance with the Data Protection Act 1998 (“the Act”) (“Personal Data”). Adequate security measures shall be in place to ensure that unauthorised

persons will not have access to the Personal Data. **Schedule 3: Licence Conditions for Croner Simplify Online and the On-Line Information**

1. The Client shall keep all means of access to the On-line Information confidential and fully secure and shall not release the means of access to any person other than the Authorised Users.
2. The Client shall immediately inform Croner Group Limited of any unauthorised access to the On-Line Information of which the Client becomes aware.
3. The Client's use of the Information carries no rights to Intellectual Property Rights therein.
4. The Information does not purport to be a substitute for professional advice in individual circumstances.
5. The Client shall not remove or alter any copyright notices or any trademarks or other identifying marks of Croner Group Limited or any disclaimer as each appears on any part of the Information.
6. The Client shall not alter, reverse engineer, or decompile or disassemble the On-Line Information by interactive cable, remote processing, micro mainframe link up or multi use local or wide area networks.
7. The downloading of content from the On-Line Information shall be subject to the limitations imposed by Croner Group Limited copyright. Copying, reproduction and reuse is permissible to a reasonable level for normal business use appropriate to the number of user licences agreed with Croner Group Limited.
8. The Client may take copies of the Information subject to any limit on the number and extent of copying as may be imposed by Croner Group Limited from time to time And only for the purposes of the client's own business
9. All intellectual property rights in the Information belong to Croner Group Limited.
10. The Client may not use the Information in any fashion that infringes the copyright or proprietary interests therein.
11. Only Authorised Users may access and use the Information.
12. The Client agrees not to access and/or use the Croner Simplify Software or the On-Line Information for any unlawful purpose or in contravention of any English or other law. This includes but is not limited to:
 - i) Any act or omission which will or is likely to infringe the IPR of a third party
 - ii) The transmission, display, downloading or uploading of any content which is or is likely to be construed as defamatory, threatening, offensive, abusive, obscene or which will or is likely to cause unnecessary anxiety or inconvenience to a third party or which is otherwise unlawful or which will or may interfere with or disrupt the integrity or performance of the facility or any data within the facility;
 - iii) Attempt to gain unauthorised access to the facility;

iv) The use of the facility in any way that will or is likely to make excessive use of our network (including but not limited to spamming);

v) The use of the facility in any way that will or is likely to cause damage or adversely affect the operation of the facility or interfere with or disrupt our sites, servers, or networks.

Terms & Conditions of Use

In this document the following words shall have the following meanings:

(a) "Company means Croner Group Limited "

(b) "Confidential Information" means information learnt about the other's business and commercial affairs, including technical information, information relating to the parties clients, and know-how provided by either party to the other .

(c) "Effective Date" is the earlier of the date on which the Subscriber clicks the "I accept" button on screen, or begins to use the Service.

(d) "IPRs" means all copyright, know-how, trademarks, service marks or other intellectual property rights

(e) "Licence Fee" means the sums to be paid by the Subscriber to the Company for the Service during the Licence Term as detailed in the Paperwork .

(f) "Licence Term" is the 12 month period from the Effective Date and which will be extended automatically for further 12 month periods on the anniversary of the Effective Date until the Service is cancelled or terminated in accordance with these Terms.

(g) "Services" means the services which the Company provides and to which the Subscriber is subscribing as detailed in the Specification.

(h) "Specification" means the proposal, quotation or other similar document or website page describing those Services the Company provides which the Subscriber wishes to subscribe to.

(i) "Subscriber" means the organisation or person that is subscribing to the Services from the Company.

(j) "Subscriber Data" means data, information, material provided or submitted by the Subscriber to the Service in the course of using it.

(k) "Terms" means the terms and conditions set out herein, and where the context requires it includes the Specification. It also includes any materials on the Company's websites which are incorporated by reference;

(l) "User Licence" means the licence granted by the Company to the Subscriber for the Service

1. GENERAL

(a) By accepting these Terms the Subscriber agrees to abide by these Terms. Such acceptance will be made by clicking the "I accept" button on the Company's web site and will constitute the Subscriber's agreement to these Terms.

(b) Subject to these Terms a Subscriber is granted, from the Effective Date, a non-exclusive, non-transferable, worldwide right to use the Service for the Licence Term solely for the Subscriber's own internal business purposes.

2. SERVICES TO BE PROVIDED

(a) The Specification details the Services to which the Subscriber subscribes.

3. FEE AND CANCELLATION

(a) The Licence Fee is as set out in the Specification and payment is to be made by monthly payments via direct debit or credit card .

(b) The Company reserves the right to modify the Licence Fee (but no more than once every 12 months) and to introduce new charges on giving at least 30 days prior notice to the Subscriber, and this notice may be provided by e-mail.

(c) The Company shall be entitled to charge interest on overdue Licence Fees from the date when payment becomes due until the date payment is received at a rate of four (4) per cent per annum above the base rate of the Bank of England.

(d) The Company reserves the right to suspend or terminate the Subscriber's User Licence and access to the Service if the Subscriber's account falls into arrears. The Subscriber will continue to be charged for the User Licence during any period of suspension.

(e) The Licence Fee excludes VAT which is payable in addition.

4. THE COMPANY'S OBLIGATIONS

(a) The Company will provide the Subscriber with login details to enable the Subscriber to connect, subject to the provisions of clause 4(d) below, to the Service via the internet, on a 24 hour a day, 7 day a week basis.

(b) The Company will provide the Subscriber with a user manual which will be made available online via the website.

(c) The Company will use its best efforts to provide uninterrupted server connection (except for scheduled maintenance downtime or other interruptions caused by reasons beyond its control) and other computer and operating system software to operate and support the Service for use in accordance with industry standards.

(d) The Company will perform maintenance services to maintain the continuous operation of the Service which will result in the Service being temporarily unavailable from time to time which is likely to be for no more than one hour a day after midnight except in circumstances beyond its control.

(e) The Company has the right to connect to the Subscriber's database for maintenance or technical purposes.

(f) The Company will protect and backup Subscriber Data on a regular basis but the Subscriber is responsible for ensuring that backups are made in accordance with the Subscriber's needs.

(g) In the event of termination of this agreement howsoever caused, the Subscriber Data will be given to the Subscriber in industry standard format.

5. SUBSCRIBER RESPONSIBILITIES

(a) The Subscriber shall be responsible for all telephone, computer, hardware and software equipment and services necessary to access the Service via the internet, and should satisfy itself that its system requirements are sufficient to access the Service. The Company makes no representations, warranties or assurances that the Subscriber's equipment will be suitable for the Service.

(b) The Subscriber is responsible for ensuring the security of its data by keeping the login details safely stored, not disclosing its password and changing it regularly, and not using obvious passwords such as users names.

(c) The Subscriber agrees to notify the Company immediately of any unauthorised use of any password or account or of any other known or suspected breach of security, and report any copying or distribution of Subscriber Data that is known or suspected by it or its users.

(d) The Subscriber will comply with all applicable laws in connection with its use of the Service, including those related to data protection and the transmission of technical or personal data across borders.

6. LICENCE RESTRICTIONS

(a) The Subscriber hereby agrees not to use the Service to:

(i) send or store infringing, obscene, threatening, libellous, or otherwise unlawful material;

(ii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts agents or programs;

(iii) interfere with or disrupt the integrity or performance of the Service or the data contained in it;

(iv) attempt to gain unauthorised access to the Service or its related systems or networks.

(b) The Subscriber may not licence, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit the Service or the User Licence in any way. The Subscriber also agrees not to modify or make derivative works based on the Service, nor to allow access to the Service to anyone but its nominated users.

7. INDEMNITY

(a) The Subscriber shall indemnify the Company against all claims, costs and expenses which the Company may incur and which arise, directly or indirectly, from the Subscriber's breach of any of their obligations under these Terms, or from a claim alleging that use of the Subscriber Data infringes the rights of, or has caused harm to, a third party.

8. INTELLECTUAL PROPERTY RIGHTS

(a) The Company acknowledges that all right, title and interest in Subscriber Data shall be solely owned by the Subscriber.

(b) All IPRs in the Service and in any website operated by the Company is owned by the Company.

(c) These Terms do not convey to the Subscriber any rights in or related to the Service, any website operated by the Company or the IPRs except as expressly provided in these Terms. The names and logos associated with the Service are trademarks of the Company and no right or licence is granted to use them.

9. CONFIDENTIALITY

(a) Neither the Subscriber nor the Company will disclose to any third party details of the other's Confidential Information.

(b) The Company undertakes to use our best efforts to observe confidentiality of the Subscriber Data and in particular, insofar as provision of the Service renders us data processors of Subscriber Data, the Company confirms that it complies and will continue to comply with each of the provisions of the Data Protection Act 1988 as amended or replaced from time to time (the "Act") and will carry out all data processing in compliance with the requirements of the Act and shall not carry out any processing, use or disclosure using Subscriber's Data unless specifically instructed to do so by the Subscriber, or unless necessary for the operation of the Service.

(c) The Company confirms that it has in place appropriate technical and organisational security measures governing the processing of Subscribers' personal data.

(d) The Company shall not transfer any of the personal data that it processes on the Subscriber's behalf to any country or territory outside the European Economic Area without the Subscriber's prior written consent.

10. PRIVACY

(a) The Company's privacy policy may be viewed on the Company's website. The Company reserves the right to modify our security and privacy policies from time to time and will promptly notify the Subscriber or any such modifications.

11. WARRANTY

(a) The Company warrants that it shall use reasonable skill and care in the provision of the Services and will conform to generally accepted industry standards and practices.

12. LIMITATION OF LIABILITY

(a) Except in respect of death or personal injury due to negligence for which no limit applies, the entire liability of the Company to the Subscriber in respect of any claim whatsoever or breach of these Terms, whether or not arising out of negligence, shall be limited to the amount of the annual User Licence Fee.

(b) Notwithstanding the above the Company will not become liable to the Subscriber for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This applies even where such a loss was reasonably foreseeable.

13. TERMINATION

(a) The Subscriber may terminate the User Licence by giving the Company one month's notice to expire on the anniversary of the Effective Date. No unused subscription or part thereof will be refunded to the Subscriber.

(b) Either party may terminate these Terms immediately by notice in writing to the other if:

(i) the other commits a material breach of these Terms which is either incapable of remedy, or which the other fails to remedy within 30 calendar days of being requested to do so;

(ii) there is a levying of distress or execution against the other or the making by the other of any composition or arrangement with creditors or (being a company) the liquidation of that other (save where this involves a members' voluntary liquidation);

(c) The confidentiality obligations in Clause 9 shall survive termination of these Terms.

14. FORCE MAJEURE

(a) Neither of party shall be liable for any default due to any act of God, war, strike, lockout, industrial action, fire, flood, drought, tempest, or other event beyond our reasonable control.

15. NOTICES

(a) Any notice to be given by either party to the other will be in writing and, if hand delivered, shall be deemed served at the time it was delivered personally, or if sent by pre-paid post, shall be deemed to have been delivered in the ordinary course of post, provided that the correct address for service was used (being the address indicated in the Paperwork or subsequently notified and acknowledged in writing as the new address for service). Notice sent by facsimile or email, shall be deemed served only if there is proof of confirmation of receipt of the facsimile or email.

16. ENTIRE AGREEMENT

(a) These Terms together with the Specification any privacy and/or security policies embody the whole agreement between the parties on the subject matter of the Paperwork and supersede any prior oral or written agreement between the parties on that subject matter, and the parties confirm that they have not entered into these Terms on the basis of any representations that are not expressly incorporated into these Terms.

17. SEVERANCE

a) If any provision of these Terms is prohibited by law or judged by a court to be unlawful, void or unenforceable, that provision shall, to the extent required, be severed from these Terms and made ineffective as far as possible without modifying the remaining provisions of these Terms, and shall not in any way affect any other circumstances of or the validity or enforcement of these Terms.

18. GOVERNING LAW

(a) The validity, construction and performance of these Terms shall be governed by English law. Any dispute arising under or in connection with these Terms shall be subject to the exclusive jurisdiction of the English courts to which both the Subscriber and the Company hereby submit.

Terms & Conditions of Use

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(b) Subject to these Terms a Subscriber is granted, from the Effective Date, a non-exclusive, non-transferable, worldwide right to use the Service for the Licence Term solely for the Subscriber's own internal business purposes.

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(a) The Specification details the Services to which the Subscriber subscribes.

3. FEE AND CANCELLATION

(a) The Licence Fee is as set out in the Specification and payment is to be made by monthly payments via direct debit or credit card.

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(d) The Company reserves the right to suspend or terminate the Subscriber's User Licence and access to the Service if the Subscriber's account falls into arrears. The Subscriber will continue to be charged for the User Licence during any period of suspension.

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(ii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts agents or programs;

(iii) interfere with or disrupt the integrity or performance of the Service or the data contained in it;

(iv) attempt to gain unauthorised access to the Service or its related systems or networks.

(b) The Subscriber may not licence, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit the Service or the User Licence in any way. The Subscriber also agrees not to modify or make derivative works based on the Service, nor to allow access to the Service to anyone but its nominated users.

7. INDEMNITY

(a) The Subscriber shall indemnify the Company against all claims, costs and expenses which the Company may incur and which arise, directly or indirectly, from the Subscriber's breach of any of their obligations under these Terms, or from a claim alleging that use of the Subscriber Data infringes the rights of, or has caused harm to, a third party.

8. INTELLECTUAL PROPERTY RIGHTS

(a) The Company acknowledges that all right, title and interest in Subscriber Data shall be solely owned by the Subscriber.

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11. WARRANTY

(a) The Company warrants that it shall use reasonable skill and care in the provision of the Services and will conform to generally accepted industry standards and practices.

12. LIMITATION OF LIABILITY

(a) Except in respect of death or personal injury due to negligence for which no limit applies, the entire liability of the Company to the Subscriber in respect of any claim whatsoever or breach of these Terms, whether or not arising out of negligence, shall be limited to the amount of the annual User Licence Fee.

(b) Notwithstanding the above the Company will not become liable to the Subscriber for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This applies even where such a loss was reasonably foreseeable.

13. TERMINATION

(a) The Subscriber may terminate the User Licence by giving the Company one month's notice to expire on the anniversary of the Effective Date. No unused subscription or part thereof will be refunded to the Subscriber.

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(i) the other commits a material breach of these Terms which is either incapable of remedy, or which the other fails to remedy within 30 calendar days of being requested to do so;

(ii) there is a levying of distress or execution against the other or the making by the other of any composition or arrangement with creditors or (being a company) the liquidation of that other (save where this involves a members' voluntary liquidation);

(c) The confidentiality obligations in Clause 9 shall survive termination of these Terms.

14. FORCE MAJEURE

(a) Neither of party shall be liable for any default due to any act of God, war, strike, lockout, industrial action, fire, flood, drought, tempest, or other event beyond our reasonable control.

15. NOTICES

(a) Any notice to be given by either party to the other will be in writing and, if hand delivered, shall be deemed served at the time it was delivered personally, or if sent by pre-paid post, shall be deemed to have been delivered in the ordinary course of post, provided that the correct address for service was used (being the address indicated in the Paperwork or subsequently notified and acknowledged in writing as the new address for service). Notice sent by facsimile or email, shall be deemed served only if there is proof of confirmation of receipt of the facsimile or email.

16. ENTIRE AGREEMENT

(a) These Terms together with the Specification any privacy and/or security policies embody the whole agreement between the parties on the subject matter of the Paperwork and supersede any prior oral or written agreement between the parties on that subject matter, and the parties confirm that they have not entered into these Terms on the basis of any representations that are not expressly incorporated into these Terms.

17. SEVERANCE

a) If any provision of these Terms is prohibited by law or judged by a court to be unlawful, void or unenforceable, that provision shall, to the extent required, be severed from these Terms and made ineffective as far as possible without modifying the remaining provisions of these Terms, and shall not in any way affect any other circumstances of or the validity or enforcement of these Terms.

18. GOVERNING LAW

(a) The validity, construction and performance of these Terms shall be governed by English law. Any dispute arising under or in connection with these Terms shall be subject to the exclusive

jurisdiction of the English courts to which both the Subscriber and the Company hereby submit. **Privacy and Cookies Policy**

Croner is a trading name of Croner Group Limited.

Our Aim

This sets out how we, Croner Group Limited and any other companies which are part of the same group, intend to protect your privacy when using our websites, and describes your rights and the manner in which any information that can be associated with you (including, for example, your name, address, telephone number, e-mail address and information about your on-line activities) ("Personal Information"), will be collected and used.

What Personal Information do we collect?

Our intention is to collect and use such Personal Information as is reasonably necessary to enable you to make the most of the activities available on our Website websites. We may also use your Personal Information for dealing with enquiries, tailoring our service to your requirements and preferences, market research and competitions. Occasionally, we may also wish to use your Personal Information to inform you about goods, services, promotions or competitions which we think may interest you.

What happens when you provide your Personal Information to us?

Data Protection Act 1998 – By providing your details to us, you agree to Croner Group Limited processing and storing your data for the provision of products and services, analysis and administration purposes. This information will only be shared with other companies in Croner Group Limited and not with any other organisation. In the future we may contact you by mail, telephone, e-mail, fax or other means for marketing purposes. You can opt out of receiving further marketing communications or restrict these communications to information on new editions and updated releases of publications you have previously bought.

Contact us at: Data Administration, Croner Group Limited, Croner House, Wheatfield Way, Hinckley, LE10 1YG and state whether you wish to either (a) opt out of all further marketing communications or (b) opt out of all further marketing communications except those that are designed to update you on new editions and releases of products you have previously purchased. As part of our commitment to quality customer service, telephone calls may be monitored. Registered in England No. 8654528 Croner is a trading names of Croner Group Limited. Registered office: Croner House, Wheatfield Way, Hinckley, LE10 1YG.

Security and Disclosures of the Personal Information

As required by the Data Protection Act 1998, we follow strict security procedures in the storage and disclosure of information that you have given to us, in order to prevent, as far as possible, any unauthorised access. However, we are unable to provide any guarantee that information stored by us will not be subject to unauthorised access.

We may disclose your Personal Information to others only in the following circumstances and/ or purposes:

- Where we are required to do so by the courts or to comply with other legal, statutory and/ or regulatory obligations including accounting and taxation requirements;
- To prevent and/ or detect crime;
- Were we believe that you may be interested in similar products or services, whether provided by us, or, our carefully selected business partners;
- For credit reference purposes;
- For statistical purposes; and
- To third party suppliers and business partners as part of providing our services.

Payment Details

Any information provided by you in connection with any transaction involving your credit or debit card numbers, expiry date and billing or delivery address will be used by us to process the transaction. These details will be stored on a secure server handled securely to ensure confidentiality. SSL encryption is employed to ensure payment data is protected.

Monitoring

Please note that if you communicate with us electronically including by e-mail, telephone or fax, this communication may be randomly monitored and/ or recorded to protect the interests of our business and our customers. This includes for the purposes of maintaining customer and service quality standards, detection of and/ or prevention of crime and to ensure that our employees comply with legal obligations and our policies and procedures (including our customer relations practices).

Third Parties

Your personal information may be shared with other companies in the Croner Group Limited group and/or with carefully selected business partners, where we believe that details of other, similar products and services may be of interest to you.

No personal information will be transferred to a Croner Group Limited company or a business partner firm located outside of the European Economic Area (EEA), unless we are certain that an adequate level of protection exists in relation to any processing of that information.

If you do not wish your personal information to be shared and processed as described in this paragraph, please let us know via the contact means set out below.

Cookies

Information about our use of cookies

Our websites use cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our website.

A cookie is a small file of letters and numbers that we store on your browser or the hard drive of your computer if you agree. Cookies contain information that is transferred to your computer's hard drive.

The cookies we use allow us to recognise and count the number of visitors and to see how visitors move around the site when they are using it. This helps us to improve the way our website works, for example, by ensuring that users are finding what they are looking for easily. Our cookies also enable us to tailor the content you view according to preferences you set. You can find more information about the type of cookies we use and the purposes for which we use them below:

How we use Cookies on our Site and what Information we collect.

Access control cookies

These cookies to control access to paid for subscription pages

Site functionality cookies

These cookies improve your browsing experience by allowing you to carry information across pages of our website and avoid having to re-enter them. They are also used to remember your preferences so that you see the information you have chosen to see and also help you to search the site more effectively.

Usage tracking cookies

These cookies monitor visitors and pages viewed to enable us to understand how you use our site and continually improve it for you. This data is usually but not exclusively collected anonymously.

Third Party Cookies

Third parties serve cookies via this website. These are used for the following purposes:

- To serve content on our site and track whether this content is clicked on by users.
- To control how often you are shown particular content.
- To count the number of anonymous users of our site.
- For website usage analysis.

Please click [here](#) for further information on the cookies we use.

Use of Web Beacons

Some of the pages on our website may contain electronic images known as Web beacons (sometimes known as clear gifs) that allow us to count users who have visited these pages. Web beacons collect only limited information which includes a cookie number, time and date of a page view, and a description of the page on which the Web beacon resides. We may also carry web beacons placed by a third party. These beacons do not carry any personally identifiable information and are only used to track the effectiveness of a particular campaign.

Disabling/Enabling Cookies

You have the ability to accept or decline cookies by modifying the settings in your browser. However, you may not be able to use parts of our site if cookies are disabled. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies as soon you visit our websites.

To enable cookies

If you're not sure of the type and version of web browser you use to access the Internet:

For PCs: click on 'Help' at the top of your browser window and select the 'About' option

For Macs: with the browser window open, click on the Apple menu and select the 'About' option

How to check cookies are enabled for PCs

Google Chrome

1. Click on 'Tools' at the top of your browser window and select Options
2. Click the 'Under the Hood' tab, locate the 'Privacy' section, and select the 'Content settings' button
3. Now select 'Allow local data to be set'

Microsoft Internet Explorer 6.0, 7.0, 8.0

1. Click on 'Tools' at the top of your browser window and select 'Internet options', then click on the 'Privacy' tab
2. Ensure that your Privacy level is set to Medium or below, which will enable cookies in your browser
3. Settings above Medium will disable cookies

Mozilla Firefox

1. Click on 'Tools' at the top of your browser window and select Options
2. Then select the Privacy icon
3. Click on Cookies, then select 'allow sites to set cookies'

Safari

1. Click on the Cog icon at the top of your browser window and select the 'Preferences' option
2. Click on 'Security', check the option that says 'Block third-party and advertising cookies'
3. Click 'Save'

How to check cookies are enabled for Macs

Microsoft Internet Explorer 5.0 on OSX

1. Click on 'Explorer' at the top of your browser window and select 'Preferences' options
2. Scroll down until you see 'Cookies' under Receiving Files
3. Select the 'Never Ask' option

Safari on OSX

1. Click on 'Safari' at the top of your browser window and select the 'Preferences' option
2. Click on 'Security' then 'Accept cookies'
3. Select the 'Only from site you navigate to'

Mozilla and Netscape on OSX

1. Click on 'Mozilla' or 'Netscape' at the top of your browser window and select the 'Preferences' option
2. Scroll down until you see cookies under 'Privacy & Security'
3. Select 'Enable cookies for the originating web site only'

Opera

1. Click on 'Menu' at the top of your browser window and select 'Settings'
2. Then select 'Preferences', select the 'Advanced' tab
3. Then select 'Accept cookies' option

All other browsers

Please consult your documentation or online help files.

For further information about cookies in general please refer to www.allaboutcookies.org

Access to the Personal Information

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Updating the Personal Information

In the event that there is a change to the Personal Information, for example your contact details, please let us know of this in writing using the address below or by e-mail to database@wolterskluwer.co.uk

Please refer to the site on a regular basis to ensure that you are aware of our most recent policies (including this Privacy Policy) and Terms and Conditions for use of the site.

Consent

Unless you register any preference to the contrary, we will assume that as a user of our services you agree to the processing of the Personal Information in the ways described in this Policy.

Comments and Contact Details

If you have any questions or comments about our Privacy Policy please e-mail us at database@wolterskluwer.co.uk or write to:

Data Administration

Croner Group Limited

Croner House

Wheatfield Way

Hinckley

LE10 1YG

Privacy Policy

Our Aim

This sets out how we, Croner Group Limited and any other companies which are part of the same group, intend to protect your privacy when using our website s, and describes your rights and the manner in which any information that can be associated with you (including, for example, your name, address, telephone number, e-mail address and information about your on-line activities) (“Personal Information”), will be collected and used.

What Personal Information do we collect?

Our intention is to collect and use such Personal Information as is reasonably necessary to enable you to make the most of the activities available on our Website websites. We may also use your Personal Information for dealing with enquiries, tailoring our service to your requirements and preferences, market research and competitions. Occasionally, we may also wish to use your Personal Information to inform you about goods, services, promotions or competitions which we think may interest you.

What happens when you provide your Personal Information to us?

Data Protection Act 1998 - By providing your details to us, you agree to Croner Group Limited processing and storing your data for the provision of products and services, analysis and administration purposes. This information will only be shared with other companies in the Croner Group Limited group and not with any other organisation. In the future we may contact you by mail, telephone, e-mail, fax or other means for marketing purposes. You can opt out of receiving further marketing communications or restrict these communications to information on new editions and updated releases of publications you have previously bought.

Contact us at: Data Administration, Croner Group Limited, Croner House, Wheatfield Way, Hinckley, LE10 1YG and state whether you wish to either (a) opt out of all further marketing communications or (b) opt out of all further marketing communications except those that are designed to update you on new editions and releases of products you have previously purchased. As part of our commitment to quality customer service, telephone calls may be monitored. Registered in England No. 8654528 . Croner is a trading name of Croner Group Limited. Registered office: Croner House, Wheatfield Way, Hinckley, LE10 1YG.

Security and Disclosures of the Personal Information

As required by the Data Protection Act 1998, we follow strict security procedures in the storage and disclosure of information that you have given to us, in order to prevent, as far as possible, any unauthorised access. However, we are unable to provide any guarantee that information stored by us will not be subject to unauthorised access.

We may disclose your Personal Information to others only in the following circumstances and/ or purposes:

- Where we are required to do so by the courts or to comply with other legal, statutory and/ or regulatory obligations including accounting and taxation requirements;
- To prevent and/ or detect crime;

- Where we believe that you may be interested in similar products or services, whether provided by us, or, our carefully selected business partners;
- For credit reference purposes;
- For statistical purposes; and
- To third party suppliers and business partners as part of providing our services.

Payment Details

Any information provided by you in connection with any transaction involving your credit or debit card numbers, expiry date and billing or delivery address will be used by us to process the transaction. These details will be stored on a secure server handled securely to ensure confidentiality.

SSL encryption is employed to ensure payment data is protected.

Monitoring

Please note that if you communicate with us electronically including by e-mail, telephone or fax, this communication may be randomly monitored and/ or recorded to protect the interests of our business and our customers. This includes for the purposes of maintaining customer and service quality standards, detection of and/ or prevention of crime and to ensure that our employees comply with legal obligations and our policies and procedures (including our customer relations practices).

Third Parties

Your personal information may be shared with other companies in the Croner Group Limited group and/or with carefully selected business partners, where we believe that details of other, similar products and services may be of interest to you.

No personal information will be transferred to a Croner Group Limited company or a business partner firm located outside of the European Economic Area (EEA), unless we are certain that an adequate level of protection exists in relation to any processing of that information.

If you do not wish your personal information to be shared and processed as described in this paragraph, please let us know via the contact means set out below.

Cookies

Our websites make use of "cookies". Cookies are a means by which, once you have entered our sites, our web servers collect information from web browsers such as who is visiting the sites, which pages they are viewing and the date and time of usage. This helps us to audit the use of our sites and with the strategic development of our information services. It also enables us to present you with a personalised version of the sites that should make your online experience easier.

Our public (non-subscription) web pages can be viewed without cookies (these can be switched off in your browser - for example: in Internet Explorer, under Tools > Internet Options > Security. See the help-menu in your browser for specific information). Subscription areas of our websites cannot be viewed without cookies as they are used to ensure security.

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Changes to the Policy

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What Personal Information do we collect?

Our intention is to collect and use such Personal Information as is reasonably necessary to enable you to make the most of the activities available on our website. We may also use your Personal Information for dealing with enquiries, tailoring our service to your requirements and preferences, market research and competitions. Occasionally, we may also wish to use your Personal Information to inform you about goods, services, promotions or competitions which we think may interest you.

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- Where we are required to do so by the courts or to comply with other legal, statutory and/or regulatory obligations including accounting and taxation requirements.
- To prevent and/or detect crime.
- Where we believe that you may be interested in similar products or services, whether provided by us, or, our carefully selected business partners: for credit reference purposes
- for statistical purposes
- to third party suppliers and business partners as part of providing our services.

Payment Details

Any information provided by you in connection with any transaction involving your credit or debit card numbers, expiry date and billing or delivery address will be used by us to process the transaction. These details will be stored on a secure server handled securely to ensure confidentiality. SSL encryption is employed to ensure payment data is protected.

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No personal information will be transferred to a Croner Group Limited company or a business partner firm located outside of the European Economic Area (EEA), unless we are certain that an adequate level of protection exists in relation to any processing of that information.

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This policy sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

For the purpose of the Data Protection Act 1998 (the " Act"), the data controller is Croner Group Limited

INFORMATION WE MAY COLLECT FROM YOU

We may collect and process the following data about you:

- Information that you provide by filling in forms on our site www.CronerSimplify.co.uk (our site). This includes information provided at the time of registering to use our services.
- If you contact us, we may keep a record of that correspondence.
- We may also ask you to complete surveys that we use for research purposes, although you do not have to respond to them.
- Details of transactions you carry out through our site.
- Details of your visits to our site including, but not limited to, traffic data, location data, weblogs and other communication data, whether this is required for our own billing purposes or otherwise and the resources that you access.

IP ADDRESSES AND COOKIES

We may collect information about your computer, including where available your IP address, operating system and browser type, for system administration and to report aggregate information to our advertisers. This is statistical data about our users' browsing actions and patterns, and does not identify any individual.

For the same reason, we may obtain information about your general internet usage by using a cookie file which is stored on the hard drive of your computer. Cookies contain information that is transferred to your computer's hard drive. They help us to improve our site and to deliver a better and more personalised service. They enable us:

- To estimate our audience size and usage pattern.
- To store information about your preferences, and so allow us to customise our site according to your individual interests.
- Details of transactions you carry out through our site.
- To speed up your searches.
- To recognise you when you return to our site.

You may refuse to accept cookies by activating the setting on your browser which allows you to refuse the setting of cookies. However, if you select this setting you may be unable to access certain parts of our site. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you log on to our site.

Please note that our advertisers may also use cookies, over which we have no control.

WHERE WE STORE YOUR PERSONAL DATA

The data that we collect from you may be transferred to, and stored at, a destination inside the European Economic Area ("EEA"). It may also be processed by staff operating inside the EEA who work for us or on our behalf. Such staff maybe engaged in, among other things, the fulfilment of your request for us to provide services, the processing of payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

All information you provide to us is stored on our secure servers. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. You must not share a password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

USES MADE OF THE INFORMATION

We use information held about you in the following ways:

- To ensure that content from our site is presented in the most effective manner for you and for your computer.
- To provide you with information about our services that you request from us or which we feel may interest you, where you have consented to be contacted for such purposes.
- To carry out our obligations arising from any contracts entered into between you and us.
- To notify you about changes to our service.

Subject to your rights as set out at the end of this section we may also use your data to provide you with information about our other services which may be of interest to you. We may contact you about these by e-mail, SMS, post or telephone.

We will never pass on your details to any third parties.

If you do not want to receive information about our other services you will be given an opportunity, when we contact you, to be removed from our list.

DISCLOSURE OF YOUR INFORMATION

We may disclose your personal information to third parties:

- In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.
- If Croner Group Limited or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.
- If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our Terms and Conditions or to protect the

rights, property, or safety of Croner Group Limited our clients, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

YOUR RIGHTS

You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes. You can exercise your right to prevent such processing by replying to any information we send you with a request that we do not send any further information. You can also exercise the right at any time by contacting us at support@CronerSimplify.co.uk

Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

ACCESS TO INFORMATION

The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request may be subject to a fee of £10 to meet our costs in providing you with details of the information we hold about you.

CHANGES TO OUR PRIVACY POLICY

Any changes we may make to our privacy policy in the future will be posted on this page and, where appropriate, on our [Privacy Policy](#)

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- Details of transactions you carry out through our site.
- Details of your visits to our site including, but not limited to, traffic data, location data, weblogs and other communication data, whether this is required for our own billing purposes or otherwise and the resources that you access.

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- To store information about your preferences, and so allow us to customise our site according to your individual interests.
- Details of transactions you carry out through our site.
- To speed up your searches.
- To recognise you when you return to our site.

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- If Croner Group Limited or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.
- If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our Terms and Conditions or to protect the rights, property, or safety of Croner Group Limited our clients, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

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- You may view this page on screen and print out a copy for personal use.
- You may save a copy of this page to your local hard disk for the purposes of creating one personal back up copy.

All other copying and distribution of any of the contents of this site are strictly forbidden. This licence to copy does not permit incorporation of the material or any part of it in any other work or publication, whether in hard copy or electronic or any other form. In particular (but without limitation) no part of the Croner Group Limited web pages may be distributed or copied for any commercial purpose. No part of the Croner Group Limited web pages may be reproduced on or transmitted to or stored in any other web site or other form of electronic retrieval system nor may be accessed in such manner as to make them appear part of any third party's web site or electronic database or retrieval system.

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In no event do we accept liability of any description including liability for negligence for any loss or damages whatsoever resulting from loss of use, data or profits arising out of or in connection with the viewing, use or performance of this web site or its contents. We accept no responsibility for keeping the information in these pages up to date or liability for any failure to do so. Views of contributors are not necessarily those of Croner Group Limited.

Use of this web site shall be made subject only to the laws of England and Wales which shall exclusively govern the interpretation, application and effect of all the above permissions, exclusions, licences and conditions of use. The courts of England and Wales shall have exclusive jurisdiction over all claims or disputes arising in relation to, out of or in connection with this web site and its use.

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- You may save a copy of this page to your local hard disk for the purposes of creating one personal back up copy.

All other copying and distribution of any of the contents of this site are strictly forbidden. This licence to copy does not permit incorporation of the material or any part of it in any other work or publication, whether in hard copy or electronic or any other form. In particular (but without limitation) no part of the Croner Group Limited web pages may be distributed or copied for any commercial purpose. No part of the Croner Group Limited web pages may be reproduced on or transmitted to or stored in any other web site or other form of electronic retrieval system nor may be accessed in such manner as to make them appear part of any third party's web site or electronic database or retrieval system.

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General Accessibility Information

The main website has been designed to conform to the World Wide Web Consortium's (W3C's) Web Content Accessibility Guidelines.

Browser and Supporting Application requirements

Browser Support

Croner Professional is optimised to work with the following browsers: -

- Internet Explorer v7
- Internet Explorer v8
- Firefox v3 and later

To ensure that no issues arise, it is recommended that all customers ensure they have the latest service packs installed.

Croner Professional is NOT optimised to work with the following browsers: -

- Internet Explorer v6 and earlier
- Firefox v2 and earlier
- Safari (All versions)
- Google Chrome (All versions)

Customers who use these browsers may experience problems when using Croner Professional.

Application Support

Croner Professional also requires a numbers of supporting applications to use it effectively: -

- Adobe Reader (Required to view documents)
- Microsoft Word (Required to view documents)
- Microsoft Excel (Required to view reports)

Customers who do not have these applications may experience some issues in using Croner Professional.