

Zurich Resilience Solutions Terms and Conditions for Online Valuation Services in the United Kingdom

1. Definitions

In these Terms and Conditions, words set out in bold and italics are defined below

Commencement Date: the date **we** start providing **Services**, or (if different) the date **you** and **we** agree in writing.

Confidential Information: Any technical, business, non-public, commercially sensitive information or materials belonging to, concerning or in the possession or control of **you** or **us** and/or affiliates which is provided, disclosed or otherwise made available to the other party, regardless whether directly or through entities or persons acting on **your** or **our** behalf; and (i) is either marked or identified in writing as confidential, proprietary or secret or with another designation sufficient to give notice of its sensitive nature; or (ii) is of a type that a reasonable person would recognize it to be of a confidential nature; or (iii) is Personal Data that pertains to **you** or **us**.

Fees: The amount payable for the **Services** notified to you by us from time to time.

Data Protection Legislation: any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data to which a Party is subject, including:

- (a) the UK GDPR;
- (b) the UK Data Protection Act 2018;
- (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003; and
- (d) any code of practice or guidance published by a Regulatory Body from time to time.

Equipment: Plant, machinery, equipment, furniture, furnishings, fixtures and fittings.

Normal Working Hours: Between 09.00 and 17.00 hours Monday to Friday except public holidays.

Regulations: All statutes, statutory instruments, orders, laws, regulations, guidance and codes of practice which are relevant and deemed appropriate to the **Services**.

Report: A report in **our** standard format. **Our** standard format is in English. Should the **Customer** require a translation of our **Report**, that may be provided but at an additional cost.

Services: The Services described in more detail at <https://zrsmarketplace.zurich.com/uk> relating to **our performance of an online valuation of your property**.

We, us, our: Zurich Management Services Limited whose registered office is: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ Company Number 02741053.

you, your: The company, person or persons or other legal entity to whom we are providing the **Services**

In these Terms and Conditions: any terms in the singular shall include the plural and vice versa; any reference to a "Clause" is a clause of these Terms and Conditions; the words "include" and "including" will not be construed as terms of limitation; and the headings are included for convenience only and may not be used in construing or interpreting these Terms and Conditions.

2. These Terms and Conditions

2.1 **We** provide the **Services** only in accordance with these Terms and Conditions. **You** agree that any terms and conditions you provide to us at any point will not apply to the **Services** and that nothing we do or don't do will amount to an agreement by us to be bound by your terms and conditions. In particular, if **you** send us a purchase order attaching your terms and conditions, **our** acting on that purchase order will not be acceptance of **your** terms and conditions.



2.2 No variation, alterations or modifications to these Terms and Conditions shall be binding on **us** unless accepted by **us** in writing.

3. Our Obligations

3.1 **We** will provide the **Services** using reasonable skill and care, and staff with the appropriate training, experience and competency.

3.2 Unless otherwise agreed in writing **We** will perform the Services within **Normal Working Hours**.

3.3 **We** will use reasonable endeavours to meet any dates notified to you but **we** will not be liable to **you** for any late delivery of the **Services**.

3.4 Where **we** issue **you** with a **Report**, **you** agree that:

3.4.1 the **Report** is accurate at the date as stated in the **Report**.

3.4.2 the **Report** is prepared for **you** in accordance with the agreed **Services** and may not be relied upon by any other party.

3.5 **We** will issue any **Report** required in the agreed format. Once the report has been delivered to **you**, **we** are not responsible for safe storage of the **Report** or for reviews of the **Report** (or reminding that a review of the **Report** is due), except as required by **Regulation**.

4 Your Obligations

4.1 **You** will use reasonable endeavours to assist **us** to plan and complete the **Services** and will not act (or fail to act) in such a way that might prevent **us** from providing the **Services** in line with these Terms and Conditions and we will not be liable for any costs or losses sustained or incurred by **you** arising directly or indirectly from **your** failure or delay to perform any of your obligations.

4.2 **You** will provide **us** with all accurate and up to date information and/or documents that **we** may reasonably request to enable **us** to perform the **Services**. If **you** do not, **we** may not be able to perform the **Services**, and will not be liable to **you** for **our** failure to do so and we will not be liable for any costs or losses sustained or incurred by **you** arising directly or indirectly from **your** failure to or delay in performing any of **your** obligations.

4.3 **You** will make available any of **your** premises, staff, facilities and **Equipment**, as **we** may reasonably request to enable **us** to perform the **Services**.

4.4 **You** are responsible for deciding any action to take as a result of any **Services**.

4.5 **You** will comply with any legal notices or disclaimers which **we** include in **our Reports**.

4.6 In the event that **you** fail to make payment for the **Services**, fail to pay any other debt due and payable to **us** or otherwise commit any breach of contract, then all sums outstanding in respect of Services shall become payable immediately and **we** may in **our** absolute discretion and without prejudice to any other rights which **we** may have:

- (i) suspend and/or terminate all future further provision of **Services** to **you** without further liability upon **our** part until such time as **you** pay all sums outstanding and/or remedies you breach; and/or
- (ii) require payment of interest on all amounts due at a compound annual rate of 4% per annum above Barclays Bank plc base rate from time to time in force from the date when payment for the **Services** became due to the date of actual payment and any such interest shall accrue after as well as before any judgment.

4.7 In the event that any distress or execution shall be levied upon any of **your** goods or if **you** offer to make any arrangement with **your** creditors or commits an act of bankruptcy or if any petition in bankruptcy be presented against **you** or if being a limited Company any resolution or petition to wind up (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or if bankruptcy proceedings shall be commenced in respect of **you** or if an administration order is made or an administrative receiver appointed or if a receiver or manager shall be appointed over the whole or any part of **your** business and in such event all sums due in respect of the **Services** shall become payable immediately, and in such event, **we** shall also be entitled to payment in respect of **Services** which have been provided prior to suspension but which have not been invoiced as at the date of suspension

4.8 **We** own the copyright in all **Reports** **we** provide to **you** (whether provided to **you** electronically or in hard copy). **You** will use such **Reports** for **your** internal purposes only



and for no purposes other than to receive the **Services**. Other than as set out in clause 4.14, **you** will not disclose any materials, output or work arising from the Services without **our** prior written consent.

4.9 **You** may disclose **Reports** to a third party without **our** prior written permission provided that **you** maintain appropriate confidentiality. Such disclosure to a third party shall not give rise to any right to such third party to benefit or enforce any term of these Terms and Conditions. **We** will not be liable to any third party that relies on any **Reports** provided by **us** to **you** and **you** shall indemnify **us** against all liabilities, costs, expenses damages and losses suffered or incurred by **us** arising out of or in connection with the disclosure or sharing of any **Report** with third parties.

5. Payment

5.1 Unless otherwise stated, **we** are entitled to invoice **you** for the **Fees** upon completion of the **Services**.

5.2 **You** must pay all **our** invoices within 30 days of the date of invoice. **We** reserve the right to withhold any **Services** (including any **Report**) if **you** fail to do so (without prejudice to any other rights and remedies **we** may have in respect of any late payment).

5.3 Unless otherwise agreed in writing, the **Fees** are in pounds sterling (£) and exclusive of VAT (or any other similar tax or duty levied by any government or other authority).

6. If things go wrong

YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

6.1 **We** will handle any complaints made by **you** in connection with the **Services** promptly and in accordance with our internal procedures.

6.2 Neither **you** or **we** are liable to the other for any breach of these Terms and Conditions or negligence which has occurred due to an event which is beyond **your** or **our** (respectively) reasonable control, including acts of war or terrorism, national emergencies, riots, epidemics, pandemics, fire, floods, earthquakes, industrial disputes and utility and telecommunication failures.

6.3 **We** are not liable to **you** in any way whatsoever if in the course of providing the Services to **you**, **we** provide you with an inaccurate valuation of your property..

6.3 Notwithstanding anything else contained in these Terms and Conditions neither **you** nor **we** will be liable for loss of profits or contracts, loss of goodwill, loss of data, or any indirect or consequential loss whether arising from negligence, breach of contract or otherwise, loss of anticipated savings, loss of agreements of contracts, loss of use or corruption of software, data or information .

6.4 **Your** and **our** liability in respect of the provision and receipt of the Services will not exceed in aggregate the value of the Fees payable in respect of the Services, this means liability howsoever arising under or in relation to these Terms and Conditions or the **Services**, that is not unlimited under Clause 6.5 below, or limited or excluded under Clauses 6.2 or 6.3 above.

6.5 Nothing in these Terms and Conditions excludes or limits liability for injury to or death of any person caused by negligence or any other liability which cannot be limited or excluded by law.

7 Confidentiality

7.1 Neither **you** nor **we** will disclose or communicate to any third party any **Confidential Information** obtained from the other party as a result of this **Contract**. **We** are entitled to provide any **Reports** to Zurich's insurance underwriters, where **you** are receiving the **Services** as part of **your** Zurich insurance arrangements.

7.2 Nothing in this Clause 7 will impose an obligation of confidentiality on information: (i) already in the public domain; (ii) that was rightfully in the possession of such party prior to the **Commencement Date**; or (iii) that is required to be disclosed pursuant to any **Regulations** or required by a regulatory body.

7.3 The obligations in this Clause 7 will survive termination or expiry of the provision of the Services.

8 Term and termination

8.1 These Terms and Conditions will apply to the provision of the Services with effect from the **Commencement Date** and continue until the **Services** are completed or are terminated early as set out in this Clause 8.



8.2 Either **you** or **we** may terminate the Services immediately on written notice to the other.

8.3 Either **you** or **we** may terminate the **Services** by giving notice to the other if the other: (i) commits any material breach of these Terms and Conditions and fails to remedy the breach within 30 days after being required to do so in writing; or (ii) goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.

8.4 **We** will be entitled to be paid for all **Services we** provide up to the termination date. If **you** have paid the **Fees** in advance **we** will refund the proportion of the **Fees** that covers any **Services** that have not been provided at the termination date.

8.5 Without affecting any other right or remedy available to us, **we** may terminate the **Services** with immediate effect by giving written notice to **you** if the **you** fails to pay any amount due in respect of the Services on the due date for payment

8.6 Without affecting any other right or remedy available to us, **we** may suspend the supply of Services or any other contract between **us and you** if **you** fail to pay any amount due in respect of the Services on the due date for payment.

9 General

9.1 **We** may sub-contract of **our** obligations in respect of the provision of the Services. **We** will retain responsibility for the performance of sub-contracted work in accordance with these Terms and Conditions.

9.2 **We** are entitled to apply any monies due to **you** under these Terms and Conditions in or towards any sum **you** owe **us** or any group or related company in relation to any matter whatsoever and at any time.

9.3 All notices to be given under these Terms and Conditions will be in writing and must be delivered by first class post or by email and will be deemed to have been delivered, 48 hours after posting (in the case of first class pre-paid letter) and at the time stated in the delivery receipt (in the case of email – unless an undelivered message is received).

9.4 Failure by either party to enforce any of the rights under these Terms and Conditions will not be taken as or deemed to be a waiver of such rights.

9.5 If any term or provision of these Terms and Conditions is held illegal or unenforceable the remainder will remain in full force and effect.

9.6 **You** may not assign, transfer, or otherwise dispose of **your** rights or obligations under this these Terms and Conditions without **our** prior written consent. **We** may assign these Terms and Conditions to another company in **our** group.

9.7 No variation or modification of these Terms and Conditions shall be valid unless in writing and signed by **you** and **us**

9.8 Nothing in these Terms and Conditions is intended to or shall operate to create a partnership or joint venture of any kind between **you** and **us**, or to authorise **you** or **us** to act as agent for the other or bind the other in any way.

9.9 No third party is entitled to benefit from these Terms and Conditions, whether under The Contracts (Rights of Third Parties) Act 1999 or otherwise.

9.10 These Terms and Conditions represents the entire agreement between **you** and **us** and supersedes all prior agreements and representations made orally or in writing. In providing and receiving the Services neither **you** nor **we** have relied on (nor shall have any remedy in respect of) any statement or other representation (made orally or in writing) made by the other.

9.11 These Terms and Conditions will be governed by and construed in accordance with the laws of England and any dispute under or relating to these Terms and Conditions will be subject to the exclusive jurisdiction of the English courts.

10. Sanctions

10.1 Notwithstanding any other terms of these Terms and Conditions, **We** will not provide any Services or benefit to **you** or any other party to the extent that such Service, benefit and/or any business or activity of yours would violate any applicable trade or economic sanctions law or Regulation including but not limited to, guidance relating to anti-corruption, money laundering and terrorist financing.

11. Data Protection



11.1 For the purposes of this Clause, "**Controller**", "**Personal Data**", "**Processor**" and "**Processing**" shall have the meanings set out in the GDPR and "**Process**" when used in relation to the processing of personal data, shall be construed accordingly. For the purposes of these Terms and Conditions, it will include both manual and automatic processing.

11.2 The Parties each acknowledge and agree that they may need to Process Personal Data relating to each Party's representatives (in their respective capacities as Controllers) in order to (as appropriate): (a) administer and provide the Services; (b) request and receive the Services; (c) compile, dispatch and manage the payment of invoices relating to the Services; (d) manage the contract and resolve any disputes relating to it; (e) respond and/or raise general queries relating to the Services; and (f) comply with their respective legal and regulatory obligations. The Parties agree that neither is a Processor with respect to the other for the purposes already set out.

11.3 Each Party shall Process such Personal Data relating to each Party's representatives in accordance with their respective privacy policies. The Parties acknowledge that they may be required to share Personal Data with their Affiliates, group companies and other relevant parties, within or outside of the country of origin, in order to carry out the activities listed in Clause 11.2, and in doing so each Party will ensure that the sharing and use of this Personal Data complies with applicable Data Protection Legislation.

11.4 In the event that **we** agree to Process Personal Data on **your** behalf than as set out in Clause 11.2 above, **we** agree to amend these Terms and Conditions to incorporate such provisions as are required in order for the relevant Parties to comply with applicable Data Protection Legislation.

11.5 Both parties shall have and maintain in place written procedures to ensure data security.

12. Marketing Consent

12.1 **You** agree that **we** and **our** affiliates ("Zurich Group") may use for marketing and promotional purposes on Zurich Group's websites or on other marketing collateral including brochures, videos, images, press releases or articles

- a) a **Simple Reference** to **you** which means **your** name and/or logo without obtaining further prior written approval from **you**. Such Simple Reference may only indicate that **you** are a customer of **us** and may not contain any further content or information in relation to the contractual relationship between the Parties. [**We** shall only use **your** logo in accordance with **your** applicable guidelines which **you** will provide to **us** upon request.]
- b) an **Extensive Reference** to **you** which means **your** name and/or logo in the context of (i) and (ii) as outlined below – provided that **we** offer **you** the opportunity to review the accuracy of the material and provide **your** written approval prior to the first external use of such publication:
 - i. basics facts / case studies (which may include photos) about the work performed for **you**;
 - ii. a description of **your** experience with **us**, **your** quotes, [...]

12.2 This authorization will continue to be valid until **you** notify **us** otherwise in writing.

12.3 The Parties shall not make any statement or issue any publicity or otherwise be involved in any conduct or matter that may reasonably be foreseen to adversely impact the other Party's business, reputation or goodwill.

13. Contact Details

13.1 You can call us on 0121 697 9131. We may record or monitor calls to improve our service.

13.2 You can e-mail us at risksupport@ukzurich.com.

13.3 You can write to us at:

Zurich Resilience Solutions
6th Floor
The Colmore Building
20 Colmore Circus
Queensway
Birmingham
B4 6AT

13.4 You can visit our website at <https://zrsmarketplace.zurich.com/uk>

