

TERMS OF TRADE

1. DEFINITIONS

1.1 In these Terms and Conditions, the following words and phrases shall have the following meanings:

BigChange	BigChange Limited (company number 08189817) of 3150 Century Way Thorpe Park, Leeds, England, LS15 8ZB (including its successors and assigns);	Force Majeure Event	Has the meaning given to it in clause 15 below;
Business Day	A Day other than a Saturday, Sunday, or public holiday in England, when banks in London are open for business between the hours of 08:00 and 18:00.	Installer	An installer of Equipment who will be a BigChange sub-contractor who has been authorised and approved by BigChange;
Browser System	A web browser application to enable the Customer to access its information on the System via the World Wide Web.	Job Cards and Certificates	An electronic reproduction of an existing paper form which can be output from the system.
Buy Service	As defined in clause 2.15 below;	Liability Amount	The amount specified in clause 7.1. below
Conditional Sale Service	As defined in clause 2.16 below;	Minimum Period	the period during which the Customer is unable to cancel or terminate the contract and which may continue unless notice is given by the Customer or BigChange in accordance with clause 3 below;
Commencement Date	As defined in clause 2.2 below;	Managed Services Period	the Minimum Period plus any Secondary Period;
Contract	As defined in clause 2.1 below;	Managed Services	Supply of the benefit of the BigChange Products and Services
Customer	The party referred to as the Customer in the Managed Services Contract;	Monthly Amount	The amount the Customer will pay BigChange for the Managed Services and/or for any Products being purchased under the Conditional Sale Service; which will be payable as described in the "Payments" section above;
Data Protection Legislation;	Data Protection Act 2018, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and/or any successor legislation to the UK GDPR or the Data Protection Act 2018	One-Off Items	The amount the Customer will pay BigChange for any Products to be purchased under the Buy Service and/or for the supply of any other goods or services on a one-off basis, which will be due immediately;
Data Protection Controller, Processor, Supervisory Body, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures	As defined in any applicable Data Protection Legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.	Personal Data	Has the meaning given to it by the Data Protection Legislation;
Documentation	Any and all documentation provided by BigChange for the use of the customer, which may include but is not limited to Sales literature, Instructions on use, Functionality details of services provided, schedules of work, Quotes, SLA matrix or other reports and presentations.	Price List	The listing of standard prices for the time being which can be downloaded by visiting www.bigchange.com ;
Documentation Fee	The amount payable as shown in the Managed Services Contract;	Products	Those items as described in the "Products" section of the Managed Services Contract above;
Equipment	The tablet computer, cradle, camera or vehicle satellite tracking device to be installed in or on the Customer's vehicles and/or any other hardware ordered by the Customer on the Managed Services Contract.	Secondary Period	any further minimum period of Managed Services, each being of 12 calendar months;
Existing Contract	any contract made previously between the Customer and another financier which is to be settled in accordance with clause 4.9 below;	Services	the services relating to the system set out in the Managed Services Contract between BigChange and the Customer, including Consultancy Services, Basic training, System services, Customer support and Text messaging, together with those shown on the Managed Services Contract and any other services BigChange agrees to supply the Customer;
Fitting Address	the Customer address provided by the Customer where the Equipment will be installed, if applicable	Software	The app and web browser interface (including all related documentation and manuals (supplied by BigChange));
First Payment	the amount payable immediately in the Managed Services Contract;	System	The BigChange Job Watch system, including without limitation, the Equipment and the Software supplied by BigChange, and any other equipment ordered by the Customer in the Managed Services Contract;
		Special Notes	Additionally notes relating to this Contract as agreed with the Customer and binding upon BigChange and the Customer;
		System Warranty	The express warranty given by BigChange relating to the Equipment and/or system in the Managed Services Contract;
		Warranty Period	The period specified in clause 6 below.

2. THE CONTRACT

2.1	This (Contract) is made between (BigChange) and the (Customer) for the (Products) and (Services) as described above and comprises this (Managed Services) Contract with these Terms and Conditions.		stated within the One-Off Items Amount and title to, and property in, the equipment will pass to the Customer and the Customer shall pay the One-Off Items Amount (if any) in accordance with clause 4.1 and shall make the Monthly Amount payments specified;
2.2	The Contract shall only be deemed to be accepted when BigChange issues written acceptance, by whatever means, of the completed Contract at which point and on which date the Contract shall come into existence (Commencement Date) and such Contract shall be subject to these Terms and Conditions.	2.15.2	BigChange shall provide the Customer with Managed Services for the price stated within the Monthly Amount;
2.3	The terms of the Contract shall take precedence over any terms and conditions specified in any purchase orders issued by the Customer or which the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing, unless agreed in writing by both parties.	2.16	Under the Conditional Sale Service option:
2.4	Any subsequent order accepted by the Customer and BigChange will be charged in accordance with the prevailing (Price List) and terms and conditions in force at the time which may be changed from time to time	2.16.1	BigChange shall sell and the Customer shall purchase the Equipment;
2.5	References in these Terms and Conditions to the singular shall be deemed to include the plural and vice versa.	2.16.2	BigChange shall provide the Customer with Managed Services for the price stated within the Monthly Amount;
2.6	Headings to clauses are included for ease of reference and shall not affect the interpretation of these Terms and Conditions.	2.16.3	The Customer shall pay the One-Off Items Amount (if any) as determined by clause 4.1 and shall make the Monthly Amount payments specified;
2.7	Reference to written and in writing shall include email but not fax.	2.16.4	If and when all One-Off Items Amounts, Monthly Amounts and any other sums payable by the Customer to BigChange during the Minimum Period of this Contract shall have been paid, BigChange shall pass title to, and property in, the Equipment to the Customer, but until that time title to, and property in, the Equipment shall remain with BigChange notwithstanding that the Customer is in possession of the Equipment.
2.8	No variation of any part of this Contract shall be effective unless recorded in writing and signed on behalf of both parties.	2.17	Under either the Buy Service or the Conditional Sale Service:
2.9	Any samples, drawings, descriptive matter or advertising issued by BigChange, and any descriptions or illustrations contained in BigChange catalogues or brochures, are issued or published for the sole purposes of giving an approximate idea of any Services described in them. They shall not form part of the Contract nor have any contractual force.	2.17.1	BigChange reserves the right to amend the specification of any of the Equipment if required by any applicable statutory or regulatory requirement, and shall notify the Customer in any such event;
2.10	If any provision of the Contract is held illegal or unenforceable, such provision shall be severed from the contract and the remainder of the Contract shall remain in full force and effect unless the business purpose of the Contract is frustrated thereby.	2.17.2	BigChange shall deliver the Equipment to the (Fitting Address) or such other location as the parties may agree at any time after BigChange notifies the Customer that the Equipment is ready;
2.11	Risk in any of the Products shall pass to the Customer when any such Products are delivered to the Customer. Where the Customer is purchasing Products, whether under either the (Buy Service) or the (Conditional Sale Service), title in such Products will not pass to the Customer until BigChange has received payment for the Products in full in accordance with the terms of the Contract.	2.17.3	Delivery of the Equipment shall be deemed to be completed on the completion of unloading of the Equipment at the Fitting Address or such other location as the parties have agreed under clause 2.17.2 above;
2.12	At any time before title has passed to the Customer pursuant to a sale to the Customer under either the Buy Service or the Conditional Sale Service, BigChange shall have the right, without prejudice to any other rights, to recover or re-sell the System or any part of the same (including the (Equipment)) and may enter upon the Customer's premises, or work upon the Customer's vehicles, by its servants or agents, for that purpose.	2.17.4	Any dates quoted for delivery of the Equipment are approximate only, and the time of delivery is not of the essence. BigChange shall not be liable for any delay in delivery of the Equipment that is caused by a (Force Majeure Event) or the
2.13	All of these Terms Conditions shall apply to the supply of both Goods and Services and whether under a Managed Service with Conditional Sale or a Buy Service Contract except where application to one or the other is specified.	2.17.5	Customer's failure to provide BigChange with adequate delivery instructions or any other instructions that are relevant to the supply of the Equipment;
2.14	Under this Contract BigChange shall provide to the Customer either a Buy Service or a Conditional Sale Service as selected in the "Service Type" section above.	2.17.6	If BigChange fails to deliver the Equipment, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Equipment. BigChange shall have no liability for any failure to deliver the Equipment to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide BigChange with adequate delivery instructions or any other instructions that are relevant to the supply of the Equipment.
2.15	Under the Buy Service option:	2.17.3	Delivery of the Equipment shall be deemed to be completed on the completion of unloading of the Equipment at the Fitting Address or such other location as the parties have agreed under clause 2.17.2 above;
2.15.1	BigChange shall sell and the Customer shall purchase the Equipment for the price	2.17.4	Any dates quoted for delivery of the Equipment are approximate only, and the time of delivery is not of the essence. BigChange shall not be liable for any delay in delivery of the Equipment that is caused by a (Force Majeure Event) or the

2.17.5	Customer's failure to provide BigChange with adequate delivery instructions or any other instructions that are relevant to the supply of the Equipment;	5.3	BigChange will remove the Equipment from vehicles (de-fit) and install (re-fit) it in replacement vehicles during the Managed Services Period by arrangement with the Customer and subject to payment of BigChange standard charges at the time for de-fit and re-fit, to be notified to the Customer upon request.
2.17.6	If BigChange fails to deliver the Equipment, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Equipment. BigChange shall have no liability for any failure to deliver the Equipment to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide BigChange with adequate delivery instructions or any other instructions that are relevant to the supply of the Equipment.	5.4	Services BigChange will provide Services for the (System) that the Customer has ordered to enable the System to:
2.17.7	If the Customer fails to accept delivery of the Equipment within three Business Days of BigChange notifying the Customer that the Equipment is ready, then except where such failure or delay is caused by a Force Majeure Event or by BigChange failure to comply with its obligations under the Contract in respect of the Products:	5.4.1	record the information transmitted by the Equipment;
2.17.6.1	delivery of the Equipment shall be deemed to have been completed at 9.00 am on the third (Business Day) following the day on which BigChange notified the Customer that the Equipment was ready; and	5.4.2	analyse the information and prepare reports in accordance with the System's capabilities.
2.17.6.2	BigChange shall store the Equipment until actual delivery takes place, and charge the Customer for all related costs and expenses (including insurance);	5.5	The Services and the System are subject to the following limitations:
2.17.8	If ten Business Days after the day on which BigChange notified the Customer that the Equipment was ready for delivery the Customer has not accepted actual delivery of it, BigChange may resell or otherwise dispose of part or all of the Equipment and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Equipment or charge the Customer for any shortfall below the price of the Equipment;	5.5.1	information is sent from the Equipment to the System through the appropriate mobile phone network and will not work at places the mobile phone network is not available; and
2.17.9	BigChange may deliver the Equipment by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment;	5.5.2	the System will not be available during scheduled maintenance outages which will be notified to the Customer from time to time nor during unscheduled outages which may occur from time to time.
5.6		5.6	BigChange reserves the right to make such changes and improvements to the System as it considers necessary or appropriate from time to time.
5.7		5.7	BigChange reserve the right to remove functionality where BigChange considers it necessary or appropriate from time to time.
5.8		Software	
5.9		5.8	BigChange will pre-install the Software on a BigChange supplied tablet if these have been ordered. Otherwise, the Customer can install the latest version of the Software from the relevant App Store on its own device.
5.10		5.9	BigChange will provide the Customer with upgrades of the Software it develops during the Minimum Period and assist with the installation of the upgrade and training the Customer operator on the changes if required.
5.11		5.10	If an upgrade requires a hardware change, BigChange will advise the Customer of the new requirements and assist it in sourcing the necessary equipment. The Customer will be responsible for the costs of any new hardware required in these circumstances.
5.12		5.11	If the Customer chooses to use their own hardware then BigChange does not provide any support for the same. Support in such an instance will be limited to the BigChange Software only. Any limitation in using the BigChange Software is the responsibility of the Customer.
5.13		5.12	If the Customer requires updates to mapping of any navigation software that may or may not have been provided by BigChange, it is the Customer's responsibility to manage any updates offered by the third-party application. All such updates are to be completed over WIFI, otherwise data charges will be incurred by the Customer if the allowance provided as part of the services is breached.
5.14		5.13	All intellectual property rights in the Software belong to BigChange subject to a non-exclusive and non-transferable licence for the Customer to use it during the Managed Services Period.
5.14.1		5.14	By entering this Contract, the Customer undertakes;
5.14.2		5.14.1	to use the Software exclusively in connection with the System;
5.14.3		5.14.2	to make no copies of the Software;
5.14.4		5.14.3	not to demonstrate or provide details of the Software to any third party without BigChange prior consent;
		5.14.4	to make no alteration to or modification of the whole or any part of the Software nor permit the Software or any part thereof to be combined with or become incorporated in any other programs, nor decompile or disassemble the object code version of the Software nor attempt to do any of such things, save only according to the extent that such cannot be precluded by section 296A of the Copyright, Designs and Patents Act 1988.
		Text Messaging	
		5.15	The System enables the sending of text messages. The System will automatically send the text messages that the Customer sets up, notifying it about those steps the Customer requests BigChange to send it.
		5.16	BigChange will charge the Customer for each text message it sends at BigChange standard rate as applicable from time to time.
		Data Usage	
		5.17	If the customer has ordered Job Watch Plus and has been supplied by BigChange, or has otherwise procured, a tablet computer the Customer is given a data allowance of 500mb per device per month as part of such services. Where any Customer tablet has exceeded the 500mb in any given month, BigChange will charge the Customer the excess usage as per the prevailing rate advertised on the BigChange Price List at the time.
		Browser System	
		5.18	The Browser System can be accessed to enable the Customer to access the information stored on the system from the Customer's own network via the World Wide Web.
		5.19	The Browser System can only be used through a web browser with access to the world wide web using the latest versions of Google Chrome, Microsoft Edge, Apple Safari or Mozilla Firefox.
		5.20	The Browser System will be automatically updated during the Minimum Period free of charge.
		5.21	The Customer will only be able to use the Browser System during the Managed Services Period.
		5.22	It is a condition of using the Browser System that:
		5.22.1	the Customer acknowledges that copyright in the screen, the reports and other information available through the Browser System belongs to BigChange; and
		5.22.2	the Customer will not copy or incorporate into any other work any of the material available through the Browser System, although it may print or download extracts from the material for its internal use.
		Customer Support	
		5.23	BigChange will provide a helpdesk for answering any queries on use of the System and the helpdesk will be available between 06.00 and 18.00 hours on any Business Day. Emergency backup, providing a limited range of assistance only, will be available outside these hours.
		5.24	If a problem with the Equipment cannot be solved over the telephone, BigChange will arrange a visit to the Customer's premises. Visits will be arranged as quickly as is reasonably possible.
		5.25	BigChange will not charge for support visits if the visit is required due to a defect in the System or Equipment during the Warranty Period.
		5.25.1	In all other cases, the Customer will be liable for the cost of the visit at BigChange standard rate prevailing at the time. This includes:
		5.25.2	tampering with the System;
		5.25.3	improper use of the System;
		5.25.4	unauthorised additions to the System;
		5.25.5	non-availability of the System, the Software, information, facilities or services reasonably required by BigChange during the visit;
		5.25.6	any errors in Customer installation of the System;
		5.26	interference with the System by a third party.
		5.26.1	To enable BigChange to provide the Customer Support the Customer must:
			make available to BigChange, free of charge, access to the System, the Software and all information, facilities and services reasonably required by it for the performance of its obligations under this Contract;

5.26.2	notify BigChange immediately on becoming aware of a fault in the Software or the System; make no alteration or modification of the whole or any part of the Software nor permit the Software or any part of the Software to be combined with or become incorporated in any other programs, nor decompile or disassemble the object code version of the Software nor attempt to do any of such things;	5.42.3 depicts sexually explicit images; promotes unlawful violence;
5.26.3	ensure that all Customer staff who use the System are competent and properly trained in respect of its use;	5.42.4 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
5.26.4	comply with the user requirements as notified to the Customer from time to time; and	5.42.5 is otherwise illegal or causes damage or injury to any person or property; and BigChange reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.
5.26.5	comply with BigChange security requirements as notified to the Customer from time to time.	5.43 The Customer shall not:
System Replacement		5.43.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under these Conditions:
5.27	While the System Warranty is in force, BigChange will replace any defective part of the System as soon as reasonably possible after it is notified that the System is not working. This Contract will apply to the replacement System or part thereof in place of the original.	5.43.1.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or BigChange documentation (as applicable) in any form or media or by any means; or
5.28	BigChange will not charge for the replacement System nor for installing on the Customer's vehicle if the replacement is required because of a defect in the System.	5.43.1.2 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
5.29	In all other cases, BigChange will replace the defective part of the System but the Customer will be liable for the cost of the System and of its installation. This includes:	5.43.1.3 access all or any part of the Services and/or documentation in order to build a product or service which competes with the Services and/or the documentation; or
5.29.1	interference with the System by a third party;	5.43.1.4 use the Services and/or documentation to provide or resell similar services to third parties; or
5.29.2	tampering with the System;	5.43.1.5 subject to clause 18, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or documentation available to any third party; or
5.29.3	improper use of the System;	5.43.1.6 attempt to obtain, or assist third parties in obtaining, access to the Services and/or documentation, other than as provided under this clause 5
5.29.4	accidental damage to the System;	5.44 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or BigChange documentation and, in the event of any such unauthorised access or use, promptly notify BigChange.
5.29.5	incorrect installation by anyone apart from our authorised installers; and	
5.29.6	any Equipment outside of the Equipment Warranty Period detailed in the Contract.	
5.30	Following termination of the Contract, BigChange will not be obliged to provide replacement parts for the System.	
Training		6. WARRANTY
5.31	BigChange will provide training to the Customer as agreed in this Managed Services Contract. If no further specific training has been agreed, then training will be web based and provided by BigChange Customer Support team.	6.1 BigChange warrants that the Equipment will be of satisfactory quality and fit for its purpose for the duration of the (Warranty Period) specified in Clause 6.3 below. Any defects arising after the Warranty Period has expired will be the responsibility of the Customer. BigChange further warrants that the remainder of the System (excluding the Equipment) and the Software shall be of satisfactory quality and fit for its purpose throughout the Minimum Period and any subsequent period(s).
5.32	BigChange may provide further training from time to time, if so required, for existing or new Customer personnel subject to payment of its standard charges for training at the prevailing rate at the time.	6.2 Except as expressly provided in the Contract, all warranties, conditions and other terms implied by statute or common law are to the fullest extent permitted by law, excluded from the Contract.
Job Cards and Certificates		6.3 Except as specified otherwise in the Contract, if the Equipment is or becomes of unsatisfactory quality or unfit for its purpose during the first 24 months from the Commencement Date, BigChange will (at its option) repair or replace the Equipment free of charge subject to the terms of the Contract. Such Warranty Period may only be extended with the written agreement of BigChange and upon payment of a reasonable extension charge. For the avoidance of doubt, this obligation shall not apply to any Equipment that is of satisfactory quality and/or fit for its purpose on delivery in the event that the defect(s) or non-performance is caused by any act and/or omission of the Customer. The aforementioned liability of BigChange will be the Customer's sole remedy in respect of the supply of defective Equipment and will be in full and final settlement of and represents the entire liability of BigChange for the Equipment arising under or in connection with this Contract and, accordingly, BigChange shall not be liable to the Customer in connection with the Equipment for any other losses, costs, claims, damages, liabilities or expenses arising to the Customer either direct or indirect (and including without limitation direct loss or profits and replacement and renewal costs) whether in contract, tort or otherwise however arising all of which are fully excluded.
5.33	The Customer warrants to BigChange that it has the right to reproduce any Job Cards and Certificates that it provides to BigChange for use and/ or replication within the System.	6.4 Where BigChange repairs or replaces the System or part thereof where there is no defect in the System; where the defect has arisen from abuse or damage of the Equipment by the Customer and/or where it is otherwise not obliged to under the Contract, then the Customer will be liable for the cost of the repair or replacement and its installation at BigChange standard rate prevailing at the time plus return carriage and packaging. Where, upon investigation into an allegedly defective item of Equipment, no defect at all is found BigChange may charge the Customer the fee of £25 per item of Equipment for its costs in carrying out an investigation plus return carriage and packaging.
5.34	Should BigChange provide the Customer with any Job Cards and/or Certificates, the Customer is solely responsible to ensure that the Customer has the right to use such Job Cards and/or Certificates, holds all regulatory permissions necessary to do so and that where such material is the subject of regulatory governance, that it meets such requirements.	6.5 The Customer warrants that it will not make any alteration to or modification to the Software nor allow it to be combined with or become incorporated in any other programs, nor decompile or disassemble it nor attempt to do any such things save only to the extent that such cannot be precluded by section 296A of the Copyright, Designs and Patents Act 1988.
5.35	Not used.	7. LIABILITY
Consultancy Services		7.1 Without prejudice to Clauses 7.2 and 7.3 below, the liability of either party whether in contract, tort (including negligence), misrepresentation or otherwise for any loss or damage suffered arising out of or in relation to the Contract shall be limited to the total sum paid by the Customer under the Contract (the " Liability Amount ").
5.36	BigChange will provide the services agreed between the parties at such rates and at such times as agreed in the Contract, with the reasonable skill and care to be expected of a reasonably competent supplier.	7.2 BigChange shall not be liable for any loss or damage arising from the Equipment and/or from the installation of the Equipment or from the System having been tampered with, modified, repaired, installed by a third party or transferred to another vehicle (except by persons expressly authorised by BigChange) or where the System has otherwise been the subject of misuse or accident, or following the introduction of malware/viruses as a result of deliberate acts/ omissions/negligence and/or failure by the Customer to follow BigChange reasonable security guidance as may be issued from time to time
5.37	In relation to all work undertaken for the Customer it is the responsibility of the Customer's staff to provide BigChange with complete, accurate and timely information when requested and to carry out any other obligations ascribed to the Customer. BigChange will not be responsible for any consequences that may arise from any delay or failure by the Customer to do so and these may also result in additional fees for which invoices may be raised.	7.3 BigChange shall not be liable under Clause 7.1, if such loss or damage arises from the Customer's failure to follow BigChange oral or written instructions as to the storage, use or maintenance of the Equipment; fair wear and tear or any use in an environment or for any purpose for which the Equipment was not designed or intended by BigChange.
5.38	BigChange shall use its reasonable endeavours to ensure that the consultant(s) is (are) available at all times during the Business Day on reasonable notice to provide such additional assistance or support (in addition to the number of days' consultancy services as set out in the Managed Services Contract) as the Customer may require, subject to the Customer's payment of such additional charges as the Supplier may propose, such charges to be based upon the prevailing rate advertised on the BigChange Price List at the time.	7.4 BigChange shall not in any circumstances be liable whether in contract, tort (including negligence) or otherwise for any loss of profits, business or revenues; loss of contracts; loss of business opportunity; loss of anticipated saving; loss of goodwill or damage to reputation or for any special, indirect or consequential loss, in any case whether suffered by the Customer or any other person as a result of BigChange breach of the Contract and the parties agree that the categories of loss as referred to at this Clause 7.4 shall be distinct and severable.
5.39	Not used.	7.5 Subject to Clause 7.6, BigChange shall have no liability in respect of the Customer's inability to use the Equipment and/or errors in the functioning of the Equipment which are attributable to operator error; provision of incomplete and/or incorrect information by the Customer (including its authorised users of the Equipment); power failures; malicious interference; any downtime or outages due to any act and/or omission of any subcontractor or any lack of coverage of the mobile telecommunications network intended to be used by the Equipment.
Customer Obligations		7.6 Any key performance indicators BigChange provides are for guidance purposes only and unless otherwise agreed in writing failure to comply with a key performance indicator shall not be a breach of this Contract.
5.40	The Customer shall:	7.7 As BigChange cannot know the effects of any failure in the provision of the Services on the Customer's business, the Customer warrants to BigChange that it will put in place the Customer's own business continuity measures and/or insurance cover. Relying thereupon, that BigChange has negotiated the Liability Amount and that the Customer accepts the limits as set out in this Clause 7.
5.40.1	ensure that the terms of the Contract are complete and accurate;	7.8 Nothing in the Contract shall affect the statutory rights of a consumer or limit BigChange liability for personal injury or death resulting from its negligence or for fraudulent misrepresentation.
5.40.2	provide BigChange with;	7.9 The Customer indemnifies BigChange against any loss or damage suffered by BigChange as a result of a claim by any third party arising out of or in connection with Customer's sale of goods or services to that third party.
5.40.2.1	all necessary co-operation in relation to the delivery of the Contract; and	7.10 The Customer shall indemnify and keep indemnified BigChange against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed
5.40.2.2	all necessary access to such information as may be required by BigChange in order to provide the Services;	
5.40.3	comply with all applicable laws and regulations with respect to its activities under any applicable Contract;	
5.40.4	carry out all other Customer responsibilities set out in these Terms and Conditions in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, BigChange may adjust any agreed timetable, its costs, or delivery schedule as is reasonably necessary;	
5.40.5	ensure that its employees, agents and authorised independent contractors use the Services and BigChange documentation in accordance with these Terms and Conditions and shall be responsible for any such person's breach of these Terms and Conditions;	
5.40.6	obtain and shall maintain all necessary licences, consents, and permissions necessary for BigChange, its contractors and agents to perform their obligations under these Terms and Conditions, including without limitation the Services;	
5.40.7	ensure that its network and systems comply with the relevant specifications provided by BigChange from time to time; and	
5.40.8	be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to BigChange data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.	
5.40.9	will ensure that whilst on Customer premises any representative of BigChange shall be afforded by the Customer the same protection for health and safety/wellbeing purposes as is due to the Customer's employees, including but not limited to safe working environments. BigChange acknowledges the statutory responsibility to co-operate with the Customer's health and safety requirements, provided adequate notice of these is given.	
5.41	The Customer undertakes that:	
5.41.1	it will not allow or suffer any individual to make use of the Services and/or any of BigChange documentation who is not an employee, agent or independent contractor of the Customer authorised to make use of the Services and/or documentation;	
5.41.2	it shall permit BigChange to audit the Customer's use of the Services;	
5.41.3	if any of the audits referred to in clause 5.41.2 reveal that the Customer has more active licences than specified on the Order, then without prejudice to BigChange other rights, BigChange will be entitled to impose such additional charges on the Customer as it sees fit, at all times acting reasonably;	
5.42	The Customer shall not access, store, distribute or transmit any viruses, or any material during the course of its use of the Services that:	
5.42.1	is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;	
5.42.2	facilitates illegal activity;	

by, a supervisory authority) arising out of or in connection with any breach by the Customer of its obligations under this Contract.

8.7.1.5

In the event that the Customer objects to the use of any Sub-processor, BigChange will review with the Customer the reasons for those objections to commercially reasonable changes in the configuration of the Services. If BigChange is unable to assist Customer with its objection regarding engagement of a Sub-processor within a reasonable period of time which shall not exceed thirty (30) days, BigChange agrees to appoint another Sub-processor to that objected to by the Customer, to not to transfer any of the Customer's Personal Data outside of the UK or EEA to this sub-processor or to allow the Customer to terminate the contract at BigChange discretion.

8.8

BigChange will notify the Customer without undue delay in writing if it receives from any data subject whose personal data forms part of the Customer Personal Data, and/or any applicable law enforcement authority (including any applicable supervisory authority): (a) any communication seeking to exercise rights conferred on the data subject by the Data Protection Legislation; (b) any complaint or any claim for compensation arising from or relating to the processing of the Customer Personal Data; or (c) any communication from any applicable law enforcement authority (including any applicable supervisory authority) unless instructed not to do so by the applicable law enforcement authority.

8.9

The table below sets out the subject matter and the duration of the processing, the nature and purpose of the processing under this Contract, the types of Customer Personal Data that BigChange will process and the categories of Data Subject whose Personal Data is processed; Required details:

Required details	Description
Duration of processing	The term of this Contract plus the period following the expiry or termination of this Contract until the destruction or return of all Customer Personal Data in accordance with the requirements of this Contract.
Nature and purpose of the processing	BigChange will process the Customer Personal Data for the purpose of providing the Services in accordance with the terms of this Contract.
Data subjects	Prospects, customers, employees and other persons with whom the Customer has interests
Categories of data	At the Customer's discretion: <ul style="list-style-type: none">- name, and other identity data;- address and contact details;- timesheets and expenses;- skills and qualifications;- personal or business vehicle details;- locations and journeys collected via vehicle tracking and other mobile devices;- driving events and behavior scores calculated using business customer configured algorithms;- signatures;- business photographs/videos which may include images of people or identity documents;- voice recordings;- other data as determined by the Customer
Special categories of data (if applicable)	At the customers discretion: <ul style="list-style-type: none">- other data as determined by the Customer

9.

DEFAULT INTEREST AND CHARGES

9.1

Where the Customer does not pay any Payments or other sums due under this Contract on time, interest will be charged at the rate of 4% per annum over the Bank of England's Base Rate for the time being. This interest shall accrue daily from the date the amount falls due until payment is made.

9.2

The Customer will pay to BigChange, on demand, any charges or costs it suffers or incurs under this Contract, including, but not limited to, the cost of tracing where the Customer moves address without first notifying BigChange; the legal and other costs BigChange incurs enforcing this Contract; its costs of recovery of the Products (if applicable) and its administration costs on a full indemnity basis. Details of BigChange charges are available on request.

10.

THE PRODUCTS AND THEIR USE

10.1

Under the terms of this Contract, the Customer shall:

10.1.1

inspect the Products on delivery and notify BigChange in writing immediately of any defect. If BigChange is not notified in writing of any defect within 5 days of delivery, the Customer shall be deemed to have accepted the Products as satisfactory and fit for their purpose in all respects. After acceptance the Customer shall not be entitled to reject Equipment which is not in accordance with the Contract.

10.2

Under the terms of this Contract, the Customer shall:

10.2.1

keep the Products at all times in its possession and control;

10.2.2

be responsible at all times for maintaining the Products in good working order, repair and condition, for ensuring that the Products are used in accordance with the manufacturer's requirements and warranties and that they comply with all legal requirements for their use;

10.2.3

be responsible for any damage caused to the Products apart from that caused by fair wear and tear;

10.2.4

allow BigChange, or any persons authorised by it, to inspect and test the Products at all reasonable times and enter upon land or premises for such purpose;

10.2.5

procure, at its own cost and expense, the connection to any network and/or other services that may be required by it in relation to the Products;

10.2.6

maintain in full force, at its own cost, all permissions, certificates, licences, registrations, permits and authorisations required by any statutory authority in connection with the Products and/or the premises in which the Products are kept;

10.3

Under the Conditional Sale Service, the Customer shall

10.3.1

not alter, modify, improve or add anything to any of the Products without BigChange written consent;

10.3.2

not fix or attach any of the Products to any land or building so that they become part of such land or building;

10.3.3

not sub-lease, assign, mortgage, charge, sell, create or permit to be created an encumbrance over any of the Products or otherwise part with possession/control of or otherwise dispose of any of the Products, except for the purpose of repair; and

10.3.4

not allow a repairer or any other person to exert a lien on, or right to retain, any of the Products;

10.3.5

allow BigChange to affix labels or nameplates to the Products indicating any interest in them it may have;

11.

ACKNOWLEDGEMENT AND INDEMNITY

11.1

The Customer hereby acknowledges that:

11.1.1

in so far as BigChange is able to, BigChange will assign to the Customer upon request the benefit of any guarantees or warranties in respect of the Products supplied to which BigChange is entitled from the manufacturer provided that those guarantees or warranties are assignable;

11.1.2

the Products that are required for the purpose of a business carried on by the Customer were selected by the Customer and provided by BigChange at the

8.

DATA PROTECTION

8.1

For the purpose of this section, "controller", "processor", "data subject", "processing", "personal data breach", "supervisory authority", and "appropriate technical and organisational measures" will be interpreted in accordance with the Data Protection Legislation.

8.2

Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 8 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

8.3

The parties acknowledge that, the Customer is the Data Controller and BigChange is the Data Processor of any Personal Data that is processed by or on behalf of the Customer in the course of performing its obligations under this contract.

8.4

In using the BigChange Services, the Customer may pass to BigChange Personal Data relating to its prospects, customers, employees and other persons with whom the Customer has interests. This Contract and the passing of Personal Data to BigChange by use of BigChange Services constitute processing instructions for which the Customer warrants to BigChange that it has a legal basis in accordance with the current regulations relating to Personal Data. BigChange maintains a register of the categories of Personal Data that BigChange anticipate may be managed by the Customer using the BigChange services. The Personal Data is collected by the Customer in order to manage its mobile workforce business, increase its productivity, manage risk and compliance, and develop its business or organisation activities.

8.5.

Without prejudice to the generality of clause 8.2 and 8.3, the Customer will ensure that:

8.5.1

for all processing of Personal Data based upon consent, it has obtained and maintains the consent of the person concerned for data collection, use and transmission to BigChange as a data processor and to subsequent sub-processors;

8.5.2

it has all necessary appropriate notices in place to enable lawful transfer of the Personal Data to BigChange and its sub-processors for the duration and purposes of the Contract.

8.6

Without prejudice to the generality of clause 8.2 and 8.3, BigChange shall, in relation to any Personal Data processed in connection with the performance by BigChange of its obligations under the Contract:

8.6.1

process that Personal Data only to fulfil its obligations under the Contract or on the written instructions of the Customer unless BigChange is required by the laws or regulation of any part of the United Kingdom, to process Personal Data (the "Applicable Laws"). Where BigChange is relying on laws or regulations of the United Kingdom as the basis for processing Personal Data, BigChange shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit BigChange from so notifying the Customer;

8.6.2

ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

8.6.3

ensure that any staff or personnel authorised to process the Customer Personal Data are subject to a binding duty of confidentiality in respect of such data;

8.6.4

not transfer any Personal Data outside of the United Kingdom or the EEA unless BigChange has provided appropriate and legal safeguards in relation to the transfer

8.6.5

assist the Customer, at the Customer's cost, in complying with their obligations under the Data Protection Legislation relating to:

8.6.5.1

responding to requests from a Data Subject exercising their data subject rights;

8.6.5.2

complying with its own data processing security obligations;

8.6.5.3

Personal Data breach;

8.6.5.4

Data protection impact assessments; and

8.6.5.5

consultations with the applicable supervisory authority following a privacy impact assessment;

8.6.6

notify the Customer without undue delay on becoming aware of a Personal Data breach of the Customer's Personal Data, with further information about the breach provided in phases as information becomes available and provide full and prompt information and assistance to the Customer and any applicable law enforcement authority (including any applicable supervisory authority) in relation to such breach;

8.6.7

at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer within 12 months following termination of the Contract or a date to be mutually agreed if Customer Contracts are not co-terminus unless required by Applicable Law to store the Personal Data; and

8.6.8

maintain complete and accurate records and information to demonstrate its compliance with this clause 8 and shall, with 28 days' notice, make available to the Customer or grant to the Customer and its auditors (subject to a maximum of one audit request in any 12-month period and at the Customer Cost), and any applicable law enforcement authority (including any applicable supervisory authority), a right of access to, and to take copies of, any information or records kept by BigChange pursuant to this clause 8 without compromise to the confidentiality of other Customer information or the breach of Intellectual Property; and notify the Customer immediately if, in BigChange opinion, an instruction for the processing of the Customer Personal Data given by the Customer breaches any provision of the Data Protection Legislation and be entitled to cease to provide the relevant Services (without liability) until the parties have agreed appropriate amended instructions which are not infringing.

8.7

The Customer consents to BigChange appointing third parties as a third-party processor of Personal Data under the Contract subject to the following:

8.7.1.1

BigChange confirms that it has entered or (as the case may be) will enter into a written agreement with each Sub-processor containing data protection obligations that provide at least the same level of protection for Customer Data as those provided by BigChange, to the extent applicable to the nature of the service provided by such Sub-processor and shall remain responsible for such Sub-processor's compliance with the obligations of this agreement and for any acts or omissions of such Sub-processor that cause BigChange to breach any of its obligations under this DPA;

8.7.1.2

As between the Customer and BigChange, BigChange shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 8.

8.7.1.3

Sub-processors currently engaged by BigChange and authorised by Customer are available from BigChange (or on request from dpo@BigChange.com);

8.7.1.4

BigChange shall notify the Customer, prior to the appointment of any new Sub-processor (irrespective of whether such new Sub-Processor is appointed for carrying out an existing processing function or a new processing function). Upon notification regarding BigChange intention to engage a new Sub-processor, the Customer may reasonably object to such engagement by notifying BigChange promptly in writing via email at DPO@BigChange.com, within five (5) business days after receipt of BigChange notice;

	Customer's request for the purposes of this Contract;
11.1.3	in selecting any Products which the Customer has requested the Customer relied on its own and not on BigChange skill and judgment;
11.1.4	acceptance by the Customer of delivery is evidence that the Customer is satisfied that the Products are in all respects in good working order and condition and conform with the Customer's requirements; and
11.1.5	save as any statute may otherwise provide, BigChange does not make or give any representation, warranty or undertaking, express or implied, by statute, common law or otherwise in respect of the Products.
11.2	BigChange will not be liable for any representation made to the Customer by anyone about the Products unless made in writing and signed by an authorised signatory of BigChange.
11.3	The Customer will indemnify BigChange against all and any claims, damages, loss, costs, charges and/or expenses (including all legal costs) which may arise directly or indirectly out of the use of the service where such use is contrary to the obligations on the Customer as set out in this Managed Services Contact.
12. DEFAULT	
12.1	It will be a repudiatory breach of this Contract by the Customer if any of the following events occur;
12.1.1	the Customer does not pay any payment or other sum payable under this Contract on the date due;
12.1.2	the Customer commits a material breach this Contract;
12.1.3	the Customer breaches the terms of any other Contract made between the Customer and BigChange;
12.1.4	any of the following events occurs:
12.1.4.1	the Customer is deemed unable to pay its debts or becomes apparently insolvent;
12.1.4.2	there is a meeting of the Customer's creditors;
12.1.4.3	a scheme of arrangement, debt management plan or composition is made with the Customer's creditors;
12.1.4.4	an administration, winding up, bankruptcy or sequestration order is made in respect of the Customer;
12.1.4.5	a receiver, administrator or administrative receiver or similar officer is appointed over any of the Customer's assets; or
12.1.4.6	any steps are taken by any person (including by the Customer) with a view to the appointment of any of the foregoing;
12.1.5	Where the Customer is a partnership:
12.1.5.1	any person takes any action or any legal procedure is commenced or other steps taken with a view to the Customer's dissolution;
12.1.5.2	a petition is presented for a bankruptcy order to be made against one or more of the partners or
12.1.5.3	any one or more of the partners enters into a voluntary arrangement with the creditors of the partnership; or
12.1.5.4	the Customer enters into a voluntary arrangement with its creditors;
12.1.6	the Customer ceases or threatens to cease trading, or disposes or threatens to dispose of a substantial part of its business;
12.1.7	there is, in BigChange opinion, a material adverse change in the Customer's financial position or business;
12.1.8	there is a change of ownership or control of the Customer (whether direct or indirect);
12.1.9	the Customer has any distress, diligence, execution, attachment order, arrestment or other similar method of enforcement levied or the Customer fails to settle any judgment or court order made against it within 21 days thereof (unless stayed pending appeal);
12.1.10	the Customer breaches the terms of any software licence provided in connection with the System;
12.1.11	any information provided by the Customer to BigChange on which it relied when deciding whether to enter into this Contract proves to be substantially incorrect.
12.1.12	the Customer has made any untrue statements or given any false information to BigChange in connection with the Contract.
12.2	Without affecting any other right or remedy available to it, BigChange may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer is in repudiatory breach of this Contract. BigChange shall be entitled at any time afterwards to end the Customer's right to possession of any Products to be purchased under a Conditional Sale Service and to repossess them.
13. TERMINATION	
13.1	Either party may terminate this Contract in accordance with clause 3.3
13.2	If BigChange terminates this Contract in accordance with clause 12, the Customer must pay to BigChange the following:
13.2.1	all arrears of the Monthly Amount payments and any other invoices or sums due under the Contract at the date of termination; plus
13.2.2	all Monthly Amounts payments that, had the Managed Services Period continued, would have been due up to the end of the Managed Services Period from the date of termination to the due date for payment of each such monthly amounts, subject to a discount for early receipt of any such sums equivalent to a minimum of half the prevailing Bank of England Base Rate at the date of termination applied over the balance of such Managed Services Period.
13.3	In addition, the Customer will pay any costs, expenses, penalties or other liabilities BigChange incurs in terminating or redeploying any funding arrangements which it has put in place to fund the any relevant Products under this Contract.
14. PRODUCTS AFTER TERMINATION	
	Upon termination, or expiry of this Contract, in respect of any Products yet to have been purchased under a Conditional Sale Service the Customer must:
14.1	arrange to disconnect and de-commission such Products and pack them in accordance with BigChange instructions;
14.2	remove all personal data, sensitive data or passwords from such Products consisting of computer equipment or software;
14.3	return any such Products to BigChange at the Customer's expense, serviced and maintained in good repair and condition together with all related log books, manuals, records and handbooks, to such address in the United Kingdom as BigChange may reasonably specify; and
14.4	keep such Products insured in accordance with the requirements set out in clause 12 above and store them for BigChange at the Customer's expense for 30 days or until such Products are returned to BigChange, whichever is earlier.
14.5	Where the Customer fails to return any such Products following termination, BigChange shall have the right, without prejudice to any other rights, to recover such Products or any part of the same and the Customer confirms that BigChange, its servants or agents' may enter any of the Customer's premises, or work upon the Customer's premises to enable such recovery,
15. FORCE MAJEURE	
15.1	BigChange shall not be liable for any delay in performing any of its obligations or any failure of the System to perform any of its functions under the Contract caused by force majeure including, but not limited to

- 15.1.1 emergency, acts or omissions of Government, highway, telecommunications operators, regulatory or other competent authority, unofficial or otherwise unlawful industrial action of any kind, riot, civil unrest, environmental conditions, severe inclement weather, pandemic or epidemic, inability to obtain supplies of power, fuel or transport;
- 15.1.2 breakdown or malfunctioning of the world wide web or other communication links between the Equipment and BigChange and/or between BigChange and the Customer's computer network;
- 15.1.3 viruses introduced to the System by the Customer's computer network or otherwise;
- 15.1.4 external hacking of information within the System; and/or
- 15.1.5 any other cause beyond BigChange reasonable control.

16. NOTICES AND WAIVER

- 16.1 Any notices given under the Contract shall be in writing and shall be sent to the address given in the Order or subsequently notified to the other party for such purpose and shall be deemed to have been duly given or made: (i) if sent by first class post or recorded delivery two clear Business Days after posting; and (ii) if sent by e-mail, one Business Day after sending.
- 16.2 Failure or delay by either party to exercise any right in the Contract shall not be a waiver of any such right nor operate so as to bar the subsequent exercise of it or of any other right and no single or partial exercise of any right or remedy under this Contract shall prevent any further exercise of the right or remedy or of any other right or remedy.

17. ASSIGNMENT

- 17.1 The Customer may not assign the benefits under the Contract without BigChange prior written consent not to be unreasonably withheld.
- 17.2 BigChange or its successors and assigns reserve the right to assign the Contract to another group company or suitable supplier.

18. CONFIDENTIALITY

- 18.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party
- 18.2 Each party may disclose the other party's confidential information:
 - 18.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 18; and
 - 18.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 18.3 Each party may disclose the other party's confidential information to each other.

19. ENTIRE CONTRACT

- 19.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 19.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 19.3 Nothing in this clause shall limit or exclude any liability for fraud.

20. THIRD PARTY RIGHTS

- 20.1 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 20.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

21. DISPUTE RESOLUTION

- 21.1 Where BigChange is unable to resolve a Customer's complaint internally to its satisfaction, a Customer may make a request for mediation through a suitable mediator agreed by the parties and each party will be liable for its own costs in taking this action.

22. GOVERNING LAW

- 22.1 The Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.
- 22.2 If any proceedings are commenced in the County Court in connection with the Contract, then those proceedings will be heard in the Leeds County Court and the parties will co-operate to ensure that any transfer or re-transfer of such proceedings is made to give effect to this condition.

HOW WE USE YOUR PERSONAL INFORMATION

In order to process your application, we will perform credit and identity checks on you with one or more credit reference agencies ("CRAs"). Where you take banking services from us, we may also make periodic searches at CRAs to manage your account with us. To do this, we will supply your personal information to CRAs and they will give us information about you. This will include information about your financial situation and financial history. CRAs will supply to us both public (including the electoral register) and shared credit, financial situation and financial history information and fraud prevention information.

We will use this information to:

- Assess your creditworthiness and whether you can afford to take the product;
- Verify the accuracy of the data you have provided to us;
- Prevent criminal activity, fraud and money laundering;
- Manage your account(s);
- Trace and recover debts; and
- Ensure any offers provided to you are appropriate to your circumstances.

We will continue to exchange information about you with CRAs while you have a relationship with us. We will also inform the CRAs about your settled accounts. If you borrow and do not repay in full and on time, CRAs will record the outstanding debt. This information may be supplied to other organisations by CRAs. When CRAs receive a search from us they will place a search footprint on your credit file that may be seen by other lenders. If you are making a joint application, or tell us that you have a spouse or financial associate, we will link your records together, so you should make sure you discuss this with them, and share with them this information, before lodging the application. CRAs will also link your records together and these links will remain on your and their files until such time as you or your partner successfully files for a disassociation with the CRAs to break that link. The identities of the CRAs, their role also as fraud prevention agencies, the data they hold, the ways in which they use and share personal information, data retention periods and your data protection rights with the CRAs are explained in more detail at <http://www.experian.co.uk/crain>. CRAIN is also accessible from each of the three CRAs – clicking on any of these three links will also take you to the same CRAIN document: Call credit <https://www.callcredit.co.uk/crain>; Equifax <https://www.equifax.co.uk/crain>; Experian <http://www.experian.co.uk/crain>