

THE INSTITUTE OF RESIDENTIAL PROPERTY MANAGEMENT LIMITED

GENERAL TERMS AND CONDITIONS

SECTION A - GENERAL TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions (including each Section) the following words and expressions have the following meanings unless inconsistent with the context:

“Additional Charges”	any expenses, taxes, duties or other charges levied by any Governmental or authority in respect of or by reason of the sale, delivery, export or import of the Deliverables, courier and messenger costs, archiving and any other additional charges payable by the Customer in addition to the Price;
“Applicable Laws”	all applicable laws, statutes, regulations and other similar instruments from time to time in force in the United Kingdom;
“Authorised Representative”	a director or employee of IRPM identified as such by IRPM in the Contract Details or otherwise in writing;
“IRPM”	The Institute of Residential Property Management Limited a company incorporated in England and Wales with company number 06207464 and registered address at 20 Eversely Road, Bexhill-On-Sea, East Sussex TN40 1HE;
“IRPM Group”	any Subsidiary or Holding Company of IRPM from time to time;
“Commencement Date”	the date on which the Contract comes into existence in accordance with Condition 2.5 of this Section A;
“Confidential Information”	without limitation, business, commercial, economic, financial, operational, technical, administrative, marketing, planning and staff information and data relating to the Supplying Party or its interests disclosed including any Intellectual Property Rights to the Receiving Party whether before, during or after the provision of the Deliverables, whether in written, oral, pictorial or any other form, and all information, data, know-how, trade secrets, formulae, processes, designs, photographs, drawings, specifications, software programs, samples or other material attributable to or deriving its existence from the



	provision of the Deliverables. “Supplying Party” and “Receiving Party” shall have the meanings ascribed in Condition 9 of this Section A;
“Conditions”	these General Terms and the Specific Terms stated to apply in the Contract Details;
“Contract”	any agreement for the supply of Deliverables from IRPM to the Customer in accordance with Condition 2.5 of this Section A;
“Contract Details”	the specific details of the Contract confirmed by IRPM in writing to the Customer prior to delivery of the Deliverables including any Proposal;
“Control”	in respect of the Customer, the acquisition of either: (a) the voting rights attaching to 25% or more of the voting shares in the Customer; or (b) the power to direct or cause the direction and management of the policies of the Customer in accordance with the acquirer’s wishes, whether as a result of the ownership of shares, control of the board of directors, contract or any powers conferred by the articles of association or other constitutional documents of the Customer;
“Costs”	all costs, (including but not limited to any legal fees (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by IRPM (either directly or by a third party) including disbursements, VAT and other expenses;
“Customer”	the person which has accepted these Conditions as set out in the Contract Details;
“Customer Equipment”	any apparatus and equipment required by IRPM for the supply of the Deliverables, including the equipment detailed in the Contract Details;
“Data Protection Legislation”	the UK Data Protection Legislation and any other European Union legislation relating to personal data 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 relevant data protection or supervisory authority and applicable to a party;
“Deliverables”	Goods, Services, Materials and all products developed by IRPM or its agents, contractors and employees as part of or in relation to the Services in any form, including, without limitation, training courses and materials, examination materials, accreditations, computer programs, data, reports and specifications (including drafts);
“Delivery Location”	the location for delivery (including an e-mail address or other online location or portal where e-delivery is agreed) of the Deliverables as set out in the Contract Details;
“Dispute”	has the meaning set out in Condition 13.1 of this Section A;
“Dispute Notice”	has the meaning set out in Condition 13.2 of this Section A;
“Due Date”	the due date for payment of the Supplier’s invoices, as set out in Condition 4.1 of this Section A;
“Escalation to Mediation Date”	has the meaning set out in Condition 13.2 of this Section A;
“General Terms”	means the general terms and conditions set out in this Section A;
“Goods”	all goods supplied by IRPM to the Customer pursuant to the Contract as detailed in the Contract Details;
“Holding Company”	has the meaning set out in Condition 1.9 of this Section A;
“Implementation Services”	means any activities and actions reasonably required, or which are set out in the Contract Details to be required, in order for IRPM to supply the Deliverables;
“Input Materials”	all Intellectual Property Rights, Materials, information and documents provided by the Customer, including computer programs, data, reports and specifications and any such requirements set out in the Contract Details;



“Insolvent”

a party is insolvent if:

- (a) it suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
- (b) it commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or
- (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with its winding up; or
- (d) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed over it; or
- (e) a floating charge holder over its assets has become entitled to appoint or has appointed, an administrative receiver; or
- (f) a person becomes entitled to appoint a receiver over its assets or a receiver is appointed over its assets; or
- (g) being an individual, it is the subject of a bankruptcy application or petition or order; or
- (h) a creditor or encumbrancer of it attaches or takes possession of, or a distress, execution, sequestration or enforcement, taking of control pursuant to schedule 12 of the Tribunals, Courts and Enforcement Act 2007 or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 10 Working Days; or
- (i) a person serves a notice of enforcement under paragraph 7 of schedule 12 of the Tribunals, Courts and Enforcement Act 2007; or



- (j) any event occurs, or proceeding is taken, in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in paragraphs (a) to (i) above (inclusive); or
- (k) it suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;

“Intellectual Property Rights”

all patents, industrial designs, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world and **“Intellectual Property Right”** means any one of the Intellectual Property Rights;

“Invoice”

any form of payment request provided by IRPM in writing;

“Materials”

all documents, videos, guides, training materials, e-learning courses, technology, concepts, ideas, data, programmes or software (including source and object codes), specifications, plans, drawings, schedules, minutes, schemes, formulae, designs, systems, processes, logos, marks, literature, styles, reports, designs, artwork, models, prototypes, photographs, films, sound recordings or any other documents, works or materials (in whatever form and on whatever media held) embodying information in any form;

“Normal Working Hours”

09:00 to 17:00 during Working Days;

“Price”

the price due from the Customer for the supply of the Deliverables as detailed in the Contract Details;

“Proposal”

any proposal, tender, estimate, scope of works or quotation submitted to the Customer by IRPM prior to the Contract being made, including but not limited to the proposal set out in the Contract Details;



“Services”	the services to be provided by IRPM to the Customer pursuant to the Contract and detailed in the Contract Details;
“Specification”	the description or specification of the Deliverables as set out in the Contract Details;
“Specific Terms”	the terms and conditions relevant to the Deliverables to be supplied by IRPM, as set out in Section B through to Section F;
“Subsidiary”	has the meaning set out in Condition 1.9 of this Section A;
“Term”	as set out in the Contract Details;
“Territory”	means the single geographical area set out in the Contract Details;
“UK Data Protection Legislation”	all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;
“Unpaid Amount”	any sum due to IRPM under the Contract which has not been paid by the Customer to the Supplier by the Due Date;
“VAT”	value added tax or any equivalent tax chargeable in the UK or elsewhere; and
“Working Day”	any day from Monday to Friday other than a statutory holiday or public holiday in England.

- 1.2 References to any statute or statutory provision include, unless the context otherwise requires, a reference to the statute or statutory provision as modified or re-enacted and in force from time to time, and any subordinate legislation made from time to time under the relevant statute or statutory provision.
- 1.3 References to **“persons”** include natural persons, firms, partnerships, companies, corporations, associations and organisations, (in each case whether or not having separate legal personality).
- 1.4 Use of any gender includes the other genders.

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- 1.5 Words in the singular include the plural and words in the plural include the singular.
- 1.6 Any reference to “**writing**” or any cognate expression includes communications by post and email but excludes facsimile and text messages.
- 1.7 The headings to Conditions do not affect the interpretation of these Conditions.
- 1.8 Any phrase introduced by the term “**include**”, “**including**”, “**in particular**” or any similar expression will be construed as illustrative and will not limit the sense of the words preceding that term.
- 1.9 A reference to a “**Holding Company**” or a “**Subsidiary**” means a holding company or a subsidiary as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee) by way of security or in connection with the taking of security, or (b) its nominee.

2. BASIS OF CONTRACT

- 2.1 These Conditions shall apply to the sale and supply by IRPM of all Deliverables purchased by the Customer. These Conditions shall govern the Contract to the exclusion of any other terms and conditions introduced or submitted by the Customer.
- 2.2 No variation of these Conditions shall be binding unless agreed in writing by an Authorised Representative of IRPM and no collateral or supplemental contract may be made or construed unless confirmed in writing by an Authorised Representative of IRPM.
- 2.3 Any Proposal submitted to the Customer will not constitute an offer and shall remain valid for the period stated therein, but if no period is specified such Proposal shall be valid for 30 days from the date of issue. Notwithstanding this Condition 2.3 of this Section A, any Proposal shall no longer be valid where a sub-contractor or supplier has changed its charges.
- 2.4 Each order or acceptance of a Proposal for the supply of Deliverables by the Customer shall be deemed to be an offer by the Customer to purchase the Deliverables subject to these Conditions.
- 2.5 These Conditions shall become binding on the Customer when the Contract Details are signed by the Customer, or if they are not signed, when IRPM:
 - (a) acknowledges the order placed by the Customer in writing;
 - (b) commences processing of the order and/or provision of the Deliverables, whichever is earlier; or
 - (c) notifies the Customer that the Deliverables are ready;

whichever is the earlier, at which point a “**Contract**” shall come into existence between IRPM and the Customer and such date shall be the “**Commencement Date.**” As from the



Commencement Date, the Customer will be bound to pay the Price and any Additional Charges.

- 2.6 Each Contract shall consist of and incorporate the following, in order of priority:
- (a) the Contract Details to the extent that they expressly amend these Conditions;
 - (b) the Specific Terms stated as being applicable in the Contract Details;
 - (c) the General Terms; and
 - (d) the Contract Details to the extent that they do not expressly amend these Conditions.
- 2.7 IRPM is under no obligation to accept any order, and no order shall be regarded as having been accepted by IRPM, unless or until the circumstances set out in Condition 2.5 of this Section A apply.
- 2.8 IRPM may cancel an order on the provision of written notice to the Customer at any point before commencing supply of the Deliverables. IRPM shall not be liable to the Customer in relation to any loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Customer as a result of cancellation.
- 2.9 Where IRPM confirms the details of the Contract in writing, the Customer shall be under a duty to bring any discrepancies to IRPM's notice before the earlier of (a) 24 hours of receipt of the written confirmation; and (b) IRPM commencing supply of the Deliverables, and if the Customer fails to bring any such discrepancies to IRPM's notice within the said time period, the Customer shall be bound by the details contained mentioned or referred to in the written confirmation of the Contract.
- 2.10 In the event that the Customer's procedures require an Invoice to be submitted against a purchase order for payment, the Customer shall be responsible for issuing the purchase order before the Contract comes into existence.
- 2.11 IRPM's employees or agents are not authorised to make any representations concerning the Deliverables unless confirmed by IRPM in writing. In entering into the Contract, the Customer acknowledges that it does not rely on any such representations which are not so confirmed save that nothing in this Condition excludes IRPM's liability for fraudulent misrepresentation.
- 2.12 The Customer acknowledges that by entering into the Contract it will have no right to withdraw from the Contract and receive a full refund. In the event that the Customer wishes to cancel an order, it may only do so with the written consent of an Authorised Representative of IRPM and on the terms that the Customer shall indemnify IRPM in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by IRPM as a result of cancellation.



2.13 Any typographical, clerical or other omission in any sales literature, quotation, price list, acceptance of offer, Invoice or other document or information issued by IRPM shall be subject to correction without any liability on the part of IRPM.

3. PRICE

3.1 The Price and any Additional Charges (where known at the Commencement Date) are as stated in the Contract Details.

3.2 Unless otherwise agreed by IRPM in writing, IRPM may increase the Price and/or Additional Charges by giving written notice at any time to take account of any increase howsoever arising in the Price and/or Additional Charges including but without being limited to any increase in the costs of venues, materials, labour or delivery or to take account of any fluctuations in exchange rates, or alteration of duties as shall be reasonable in the circumstances.

3.3 Notwithstanding the generality of Condition 3.2 of this Section A, IRPM may increase its charges (including, but not limited to the Price and Additional Charges) on an annual basis with effect from 1st January of each year by publishing such on the IRPM website or giving prior written notice to the Customer.

3.4 IRPM reserves the right to charge the Customer, as an Additional Charge, for any additional work undertaken over and above that which would have been otherwise required, (including any expenses or financial penalties incurred by the Customer) as a result of any instructions supplied by the Customer being incomplete, incorrect, inaccurate, illegible, out of sequence, in the wrong form, or provided to IRPM too late to enable it to meet a deadline.

3.5 Where set out in the Contract Details, the Customer shall reimburse all reasonable expenses properly and necessarily incurred by IRPM in the course of the Contract as an Additional Charge, subject to production of receipts or other appropriate evidence of payment.

4. PAYMENT TERMS

4.1 Unless otherwise stated in the Contract Details:

- (a) IRPM shall be entitled to submit an Invoice to the Customer for the Price and where applicable any Additional Charges on or at any time after the Commencement Date. In the event that any Additional Charges arise following the issue by IRPM of the invoice, IRPM will submit an Invoice to the Customer as and when the Additional Charges arise;
- (b) the Customer shall pay each Invoice from the Supplier without any set-off or other deduction immediately on receipt and, where applicable, shall pay the Supplier's expenses incurred in accordance with Condition 3.5 of this Section A within 5 Working Days of the Supplier's request for such payment; and
- (c) the Customer shall not be entitled to any reduction in the Price in the event that the Customer requests any change to the Contract or the Deliverables after IRPM have



submitted an invoice, including any request to change the quantity of any Deliverables.

- 4.2 The Customer shall make payment for the Price and, where applicable, any Additional Charges in sterling by electronic transfer, or such other payment method as IRPM may expressly make available to the Customer for payment, into such bank account as notified by IRPM in writing from time to time. Unless agreed otherwise in writing any payment received by IRPM in any other currency or by any other method will not be deemed to be payment for the Deliverables in question. Payment will not be deemed payment for the Deliverables in question unless and until it is received in full and in cleared funds.
- 4.3 IRPM may (at its sole discretion) accept payment of the Price and any Additional Charges by debit or credit card. If IRPM accepts payment by debit or credit card, the Customer shall provide up-to-date and complete contact and billing details, and hereby authorises IRPM to bill such payment card for the Price and any Additional Charges on or after the date that such charges become payable to IRPM.
- 4.4 The time of payment of IRPM's Invoices shall be of the essence of the Contract.
- 4.5 If the Customer fails to pay in full any Invoice from IRPM by the Due Date or in any other way breaches the terms of the Contract without prejudice to any other right or remedy IRPM may have:
- (a) all Invoices issued by IRPM in respect of any Deliverables sold or supplied and any Additional Charges pursuant to the Contract and any sums due for goods and/or services under any other contract which may exist between the parties shall immediately fall due for payment;
 - (b) IRPM shall be entitled to:
 - (i) cancel or suspend access to the Deliverables or any further deliveries of Deliverables to the Customer under the Contract;
 - (ii) sell or otherwise dispose of the Deliverables and/or any goods which are the subject of any order by the Customer, whether or not appropriated thereto, and, where applicable, apply the proceeds of sale to the Unpaid Amount;
 - (iii) where applicable, charge the Customer interest (both before and after any judgment) on the Unpaid Amount at a rate of 8% above the base rate for the National Westminster Bank, and such interest shall accrue on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgement;
 - (iv) appropriate any payment made by the Customer to such of the Deliverables (or goods and/or services supplied under any other order) as IRPM may think fit; and



- (v) by notice to the Customer unilaterally vary payment terms for future contracts; and
 - (c) the Customer shall indemnify IRPM for all reasonable Costs that are reasonably incurred by IRPM (either directly or by a third party) including disbursements, VAT and other expenses that are reasonably incurred by IRPM (either directly or indirectly or by a third party) in seeking or securing payment of any Unpaid Amount or otherwise pursuing any claim for damages for breach of the Contract. This indemnity shall apply whether or not the Customer has been negligent or at fault. For the avoidance of doubt, the limitations set out in Condition 11 of this Section A do not apply to the indemnity in this Condition 4.5(c) of this Section A.
- 4.6 Unless otherwise agreed in writing by IRPM, all queries from the Customer regarding any Invoice must be received prior to the Due Date.
- 5. DELIVERABLES**
- 5.1 The Deliverables are as described in the Specification and the relevant Specific Terms.
- 5.2 IRPM may, from time to time and without notice, change the Deliverables in order to comply with any Applicable Law, safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the Price for the Deliverables.
- 5.3 If either party wishes to change the scope or execution of the Deliverables, it shall submit details of the requested change to the other in writing.
- 5.4 If either party requests a change to the scope or execution of the Deliverables, IRPM shall, within a reasonable time, and where reasonably practicable, provide a written estimate to the Customer of:
 - (a) the likely time required to implement the change;
 - (b) any variations to the Price arising from the change;
 - (c) the likely effect of the change on the Contract Details; and
 - (d) any other impact of the change on the Contract.
- 5.5 If the Customer wishes IRPM to proceed with the change, IRPM has no obligation to do so unless and until the parties have agreed in writing on the necessary variations to the Price and the Contract Details.
- 5.6 Notwithstanding the generality of Conditions 5.2 through to 5.5 of this Section A, IRPM may make changes to the Deliverables or the Contract:
 - (a) to increase the Price to proportionately reflect the costs associated with establishing and providing the Deliverables;
 - (b) to reflect good industry practice and guidance;



- (c) to correct errors;
- (d) to accommodate minor or temporary changes to dates, locations, speakers, tutors and presenters, which do not impact on the overall provision of the Deliverables;
- (e) to accommodate changes to dates, locations, speakers, tutors and presenters which are necessary as a result of events outside IRPM's control, including but not limited to in circumstances where Condition 14 would otherwise apply to the Contract;
- (f) by adding or removing optional elements of the Deliverables; and/or
- (g) if a third party such as a government body, an awarding body, regulator or professional institute which governs any part of the Deliverables imposes such changes on IRPM, such as amending a regulation, policy or procedure, changing a syllabus or method of assessment,

and shall submit details of such changes to the Customer within a reasonable period.

6. CUSTOMER OBLIGATIONS

6.1 The Customer warrants that it will:

- (a) co-operate with IRPM in all matters relating to the Deliverables and in particular promptly and fully respond to all communications from IRPM relating to the supply of the Deliverables;
- (b) provide, in a timely manner, such Input Materials as IRPM may request;
- (c) ensure all Input Materials are accurate in all material respects;
- (d) set up the Customer Equipment in accordance with IRPM's instructions;
- (e) ensure that all Customer Equipment is in good working order and suitable for the purposes for which it is used in relation to the Deliverables and conforms to all relevant United Kingdom standards or requirements;
- (f) take all reasonable precautions to ensure the health and safety of IRPM, its employees, agents, or sub-contractors whilst at the Delivery Location and will inform IRPM of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Delivery Locations;
- (g) obtain before the date on which the Deliverables are to start and maintain all necessary licenses and consents and comply with all relevant legislation in relation to the Deliverables and the use of the Input Materials; and
- (h) carry out all additional actions specified in the Contract Details by the times and dates set out therein.



- 6.2 If IRPM's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, its agents, sub-contractors or employees:
- (a) IRPM shall not be liable for any costs, expenses, losses or charges sustained or incurred by the Customer arising directly or indirectly from such prevention or delay; and
 - (b) notwithstanding that time shall not be of the essence for performance of the Deliverables and without prejudice to any other right or remedy it may have, IRPM shall be allowed an extension of time to perform its obligations equal to the delay caused by the Customer.
- 6.3 Notwithstanding the provisions of Condition 6.2 of this Section A, IRPM may charge the Customer as an Additional Charge for any additional reasonable costs and expenses incurred by IRPM caused by the Customer's instructions, failure to provide instructions, or failure to comply with Condition 6.1 of this Section A.
- 6.4 The Customer shall not, without the prior written consent of IRPM, at any time from the Commencement Date to the expiry of 12 months after the termination of the Contract, solicit or entice away from IRPM or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant, supplier or sub-contractor of IRPM in the provision of the Deliverables.
- 6.5 Any consent given by IRPM in accordance with Condition 6.4 shall be subject to the Customer paying to IRPM a sum equivalent to 20% of the then current annual remuneration of IRPM's employee, consultant, supplier or sub-contractor or, if higher, 20% of the annual remuneration to be paid by the Customer to that employee, consultant, supplier or sub-contractor.

7. SUPPLY OF THE DELIVERABLES

- 7.1 The Deliverables shall be performed at such times as IRPM shall in its sole discretion decide and, where applicable, during Normal Working Hours.
- 7.2 Subject to the remainder of this Condition 7, IRPM warrants that it shall:
- (a) insofar as is reasonably practicable supply the Deliverables to the Customer in accordance with the Specification in all material respects;
 - (b) provide the Deliverables using reasonable skill and care;
 - (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them;
 - (d) obtain and maintain during the Term, all necessary licences and consents that it needs to carry out its obligations under the Contract in respect of the Deliverables; and



- (e) use reasonable endeavours to meet any Anticipated Delivery Dates specified in the Contract Details, but any such dates shall be estimates only and time shall not be of the essence for performance of the Deliverables.
- 7.3 IRPM provides no guarantee or warranty that any result or objective can or will be achieved or attained at all or by a given completion date or any other date, whether stated in the Contract Details or elsewhere.
- 7.4 Subject as expressly provided in these Conditions, all warranties conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. In particular, IRPM makes no warranty as to the fitness of the Deliverables for any particular purpose even if that purpose is stated in the Customer's order, nor that any result or objective can or will be achieved or attained at all or by a given completion date or any other date, whether stated in the Contract Details or elsewhere. This exclusion includes recommendations or advice from IRPM to the Customer relating to a specific enquiry. The Customer must satisfy itself as to the fitness for the purpose for which the Deliverables are intended.
- 7.5 IRPM shall not be liable for a breach of any of the warranties in Condition 7.2 of this Section A unless:
- (a) the Customer gives written notice of the defect to the person identified in the Contract Details. In the event of a defect which is not apparent on delivery the Customer shall inform the Supplier of such defect immediately on discovery of the defect but in any event within 2 Working Days of delivery; and
 - (b) IRPM is given a reasonable opportunity after receiving the notice of examining the Deliverables and the Customer complies with any request from IRPM to return Deliverables to IRPM's place of business at the Customer's cost for examination to take place there.
- 7.6 IRPM shall not be liable for breach of warranty under Condition 7.1 of this Section A if:
- (a) the Customer makes any further use of such Deliverables after giving notice under Condition 7.5 of this Section A; or
 - (b) the Customer alters the Deliverables without the written consent of IRPM.
- 7.7 Where any valid claim in respect of the Deliverables is made by the Customer, IRPM shall be entitled at its option to:
- (a) re-perform, replace, repair or correct the Deliverables (or the part in question) found not to conform to warranty at IRPM's cost;
 - (b) at IRPM's sole discretion, refund to the Customer the Price (or a proportionate part of the Price) of the relevant part of the Deliverables found not to conform to warranty,



and subject to Condition 11.1 of this Section A, IRPM shall have no further liability to the Customer.

- 7.8 Any claim by the Customer under this Condition 7 of this Section A in respect of any Deliverables shall not entitle the Customer to withhold or delay payment in respect of any other Deliverables in respect of which no such claim has been made whether or not those Deliverables form part of the same consignment.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 The Customer acknowledges that IRPM is the owner or the licensee of all Intellectual Property Rights in the Deliverables. Under no circumstances shall any of the Intellectual Property Rights transfer to the Customer other than as expressly stated within these Conditions and/or the Contract Details.
- 8.2 IRPM grants to the Customer a non-exclusive licence (without the right to sub-licence) to use any Intellectual Property Rights in the Deliverables for the purpose of making reasonable use of the Deliverables in the Territory.
- 8.3 The Customer shall provide the Input Materials to IRPM for the purpose of the provision of Deliverables and shall grant to IRPM a non-exclusive licence to use any Input Materials for the purpose of providing the Deliverables.
- 8.4 The Customer shall indemnify and hold IRPM harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by, IRPM as a result of or in connection with any alleged or actual infringement, whether or not under English law, of any third party's Intellectual Property Rights or other rights arising out of the use of the Input Materials.
- 8.5 Without prejudice to any other rights or remedies that IRPM may have, each party acknowledges and agrees that damages alone would not be an adequate remedy for any breach of these Conditions or the Contract. Accordingly, IRPM shall be entitled to the remedies of injunctions, specific performance or other equitable relief for any threatened or actual breach of these Conditions or the Contract.

9. PROTECTION OF CONFIDENTIAL INFORMATION

- 9.1 Each party ("**Receiving Party**") shall keep the Confidential Information of the other party ("**Supplying Party**") confidential and secret. The Receiving Party shall only use the Confidential Information of the Supplying Party as necessary in relation to the supply of the Deliverables (in the case of IRPM) or as necessary for the purpose of making reasonable use of the Deliverables (in the case of the Customer) and for performing the Receiving Party's obligations under the Contract. The Receiving Party shall inform its officers, employees and agents of the Receiving Party's obligations under the provisions of this Condition 9 of this Section A, and ensure that they meet such obligations.



- 9.2 The obligations of Condition 9.1 of this Section A shall not apply to any information which:
- (a) was known or in the possession of the Receiving Party before it was provided to the Receiving Party by the Supplying Party;
 - (b) is, or becomes, publicly available through no fault of the Receiving Party;
 - (c) is provided to the Receiving Party without restriction or disclosure by a third party, who did not breach any confidentiality obligations by making such a disclosure;
 - (d) was developed by the Receiving Party (or on its behalf) without direct access to, or use or knowledge of the Confidential Information supplied by the Supplying Party; or
 - (e) is required to be disclosed by order of a court of competent jurisdiction.

9.3 This Condition 9 of this Section A shall survive termination of the Contract.

10. DATA PROTECTION

- 10.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Condition 10.1 of this Section A is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 10.2 IRPM warrants that, to the extent it processes any personal data belonging to the Customer it shall only use such personal data as set out in its general external privacy notice in place from time to time, which is accessible at [www.irpm.org.uk /privacy-policy/](http://www.irpm.org.uk/privacy-policy/).

11. LIMITATION OF LIABILITY

- 11.1 IRPM has obtained reasonable insurance cover in respect of its own legal liability. The limits and exclusions in this Condition 11 of this Section A reflect the insurance cover IRPM has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.
- 11.2 Nothing in these Conditions shall limit or exclude IRPM's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
 - (d) any matter in respect of which it would be unlawful for IRPM to exclude or restrict liability.
- 11.3 Subject to Condition 11.2 of this Section A, IRPM shall have no liability in respect of any:

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- (a) special, indirect consequential or pure economic loss, costs, damages, charges or expenses;
- (b) loss of profits;
- (c) loss of sales or business;
- (d) loss of agreements or contracts;
- (e) loss of anticipated savings;
- (f) loss of use or corruption of software, data or information;
- (g) loss of or damage to goodwill.

11.4 Subject to Condition 11.2 of this Section A, IRPM's liability shall be limited in accordance with the limit set out in the applicable Condition of Section B, Section C, Section D, Section E, Section F or Section G.

11.5 Subject to Condition 11.2 of this Section A, IRPM shall have no liability under these Conditions or otherwise if the Deliverables have not been paid for by the Due Date.

11.6 The Customer shall indemnify and hold IRPM harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by IRPM as a result of or in connection with any claim made against IRPM in respect of any liability, loss, damage, injury, cost or expense sustained by IRPM, or IRPM's employees or agents or by any third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the use of the Deliverables as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the Contract by the Customer.

12. TERMINATION AND CONSEQUENCES

12.1 Without prejudice to any other remedies or rights whether under the Contract or otherwise, IRPM may terminate the Contract at any time by written notice to the Customer and the notice taking effect as specified in the notice if:

- (a) the Customer commits a material or persistent breach of any of these Conditions, and (if such a breach is remediable), fails to remedy that breach within 10 Working Days, or such other time period deemed appropriate by IRPM at the time, of being notified in writing (acting reasonably);
- (b) the Customer fails to pay any sum due by the Due Date, including any interest accrued, in full cleared funds within 30 days of the Due Date, or such other time period deemed appropriate by IRPM at the time, of being notified in writing (acting reasonably);

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- (c) the Customer becomes Insolvent;
- (d) the Customer does, or omits to do, anything which in IRPM's reasonable opinion could damage or have an adverse impact on IRPM's reputation, Intellectual Property Rights or goodwill;
- (e) there is a change in Control;
- (f) IRPM reasonably apprehends that any of the events mentioned above is about to occur and notifies the Customer accordingly; or
- (g) IRPM provides 20 Working Days' written notice to the Customer.

12.2 For the purposes of Condition 12.1(a) of this Section A, a breach shall be considered capable of remedy if the Customer can comply with the provision in question in all respects other than as to the time of performance (provided that time of performance is not of the essence).

12.3 Upon termination of the Contract for any reason:

- (a) the Customer shall immediately pay to IRPM all outstanding Invoices, and in respect of any part of the Price and Additional Charges or other sums payable by the Customer but for which no Invoice has been submitted, IRPM may submit an Invoice which shall be payable immediately on receipt;
- (b) the Customer shall, upon IRPM's request, pay any part of the Price and Additional Charges for any Deliverables are in the process of being supplied but have not yet been completed;
- (c) any licence granted by these Conditions shall terminate and the Customer shall immediately cease all use of the Deliverables and the Materials;
- (d) each party shall return, delete or destroy all Confidential Information and all other information which has been provided to it by the other party belonging to that other party in whatever medium in accordance with the instructions of that other party;
- (e) each party shall be relieved of and released from all of its duties and obligations under the Contract except those set out in Conditions 1, 2, 6.4, 6.5, 8, 9, 10 and Conditions 11 to 14 (inclusive) of this Section A; and
- (f) the accrued rights and remedies of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

13. DISPUTE RESOLUTION

13.1 The parties shall resolve any dispute, controversy, or claim arising out of or relating to the Contract, or the breach, termination or invalidity hereof (each, a "**Dispute**"), in accordance with the provisions of Conditions 13.2 through to 13.4 of this Section A. The procedures set forth in Conditions 13.2 through to 13.4 of this Section A shall be the exclusive mechanism

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for resolving any Dispute that may arise from time to time and Conditions 13.2 through to 13.4 of this Section A are express conditions precedent to litigation of the Dispute.

13.2 A party shall send written notice to the other party of any Dispute ("**Dispute Notice**"). The parties shall first attempt in good faith to resolve any Dispute set forth in the Dispute Notice by negotiation and consultation between senior executives of their respective organisations or, in the case of the Customer being an individual, between the Customer and senior executives of the Supplier. In the event that the Dispute is not resolved on an informal basis during the time period ending 30 days after the Dispute Notice (the last day of such time period, the "**Escalation to Mediation Date**"), either party may initiate mediation under Condition 13.3 of this Section A.

13.3 **Mediation.**

(a) Subject to Condition 13.2 of this Section A, the parties may, at any time after the Escalation to Mediation Date, submit the Dispute to any mutually agreed to mediation service for mediation by providing to the mediation service a joint, written request for mediation, setting forth the subject of the Dispute and the relief requested. The parties shall cooperate with one another in selecting a mediation service, and shall cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. The parties covenant that they will use commercially reasonable efforts in participating in the mediation. The parties agree that the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the parties.

(b) The parties further agree that all offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator and any employees of the mediation service, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation, arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

13.4 If the parties cannot resolve any Dispute for any reason, including, but not limited to, the failure of either party to agree to enter into mediation or agree to any settlement proposed by the mediator, within 60 days after the Escalation to Mediation Date, either party may file suit in accordance with Condition 14.11 of this Section A.

14. **GENERAL PROVISIONS**

14.1 **Force majeure.**

(a) IRPM shall have no liability to the Customer under the Contract if it is prevented from or delayed in performing its obligations under the Contract, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of IRPM or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion,



malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, pandemic, epidemic or the default or illness of any employee, consultant, supplier or sub-contractor.

- (b) IRPM shall promptly notify the Customer in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than 7 days, IRPM may terminate the Contract by written notice to the Customer.

14.2 Notices.

- (a) Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at the address set out in the Contract Details or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. Any notice:
 - (i) sent by recorded post shall be deemed served at the time that it is signed for or, where it is not signed for, on the second Working Day following posting;
 - (ii) delivered personally shall be deemed served at the time of personal delivery, provided the same occurs on a Working Day; and
 - (iii) sent by email shall be deemed served at the time of transmission provided that the transmission occurs on a Working Day and a confirmatory copy of the email is sent by post within 24 hours of transmission of the email.
- (b) To prove service it shall be sufficient to show that the email was transmitted to the email address of the other party or that the envelope containing the notice was properly addressed and posted.
- (c) The Customer warrants that at all times during the Contract it has provided IRPM with up to date and accurate contact details, including a current postal address and email address and that it will promptly provide to IRPM written notice of any change to its' postal address or email address.

14.3 **Entire agreement.** Each Contract constitutes the entire agreement between the parties in relation to its subject matter, supersedes any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

14.4 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for or to bind another party in any way.



- 14.5 **Further assurance.** Each party to the Contract shall at the request and expense of the other execute and do any deeds and other things reasonably necessary to carry out the provisions of the Contract or to make it easier to enforce.
- 14.6 **Assignment and other dealings.** IRPM may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any part of its rights or obligations under the Contract. The Customer shall not, without the prior written consent of IRPM, assign, transfer, charge, sub-contract or deal in any manner with all or any of its rights or obligations under the Contract.
- 14.7 **Severance.** If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions shall remain in full force and effect.
- 14.8 **Waiver.** A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by IRPM to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 14.9 **Cumulative remedies.** All rights and remedies available to either of the parties under the terms of the Contract or under the general law are to be cumulative, and no exercise by either of the parties of any such right or remedy is to restrict or prejudice the exercise of any other right or remedy granted by the Contract or otherwise available to that party.
- 14.10 **Third party rights.** A person who is not a party to the Contract will not have any rights under any term of the Contract.
- 14.11 **Governing law and jurisdiction.** The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England.



SECTION B – MEMBERSHIP

SPECIFIC TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Section B the following words and expressions have the following meanings unless inconsistent with the context:

“Application Fee”	the fee payable to IRPM in connection with any application to become a member as set out in the Contract Details;
“Articles”	the articles of association for IRPM as amended and updated by IRPM from time to time and the current version of which is published at www.irpm.org.uk/articles-of-association or notified to the Individual in writing from time to time;
“Affiliate Member”	a person who is granted affiliate membership of IRPM;
“Board of Directors”	the officers of IRPM appointed in accordance with the Articles;
“Code of Conduct”	the IRPM code of conduct as amended and updated by IRPM from time to time and the current version of which is published on the IRPM website at ww.irpm.org.uk/about-irpm/conduct-ethics-rules-dei/ ;
“Enhanced Member”	a person who is granted associate membership, full membership or fellow status in accordance with the criteria set by IRPM and amended and updated from time to time and the current version of which is available at www.irpm.org.uk/membership/ ;
“Individual”	any person who is granted membership of IRPM in accordance with the Membership Criteria, including but not limited to any Affiliate Member or Enhanced Member;
“IRPM Usage Guide”	the guidelines issued by IRPM on the use of any logo, post-nominal or other identifier which an Individual is permitted to use by IRPM, as amended and updated by IRPM from time to time and the current version of which is published at www.irpm.org.uk/irpm-logo-and-designations/ or notified to the Individual in writing from time to time;
“Membership Criteria”	the criteria set by the Board of Directors for membership of IRPM, including becoming an Enhanced Member, as amended and updated by IRPM from time to time and the



	current version of which is published at www.irpm.org.uk/membership/ ;
“Misconduct Procedure”	the procedure for governing any misconduct of an Individual as amended and updated by IRPM from time to time and the current version of which is published at;
“Qualifying Professional Development”	training and professional development which IRPM determines to demonstrate an Individual’s ongoing expertise and experience;
“Renewal Period”	the period during which an Individual can renew their membership by paying the Subscription Fee as notified to Individuals by IRPM from time to time;
“Subscription Fee”	the annual fee payable to IRPM in respect of an Individual as set out in the Contract Details and as notified to each Individual by IRPM from time to time.

2. MEMBERSHIP

- 2.1 Where the Customer applies to become an Individual, IRPM shall determine at its sole discretion whether the Customer, or the person that the Customer is applying on behalf of, shall be permitted to become an Individual.
- 2.2 In applying to become an Individual, the Customer warrants that:
- (a) it has read and accepts the Code of Conduct and the Articles;
 - (b) it has consented to IRPM contacting any employer or former employer, trade or professional organisation, or accreditation, qualification or assessment body in order to determine the Customer’s suitability to become an Individual or to confirm the validity of any qualification or accreditation held by the Customer;
 - (c) it has consented to IRPM providing information to the Customer’s employer regarding the Customer’s membership status, participation and, where applicable, performance in courses, examinations, accreditations or events, and Qualifying Professional Development undertaken by the Customer;
 - (d) all information provided by the Customer to IRPM regarding the Customer’s application to become an Individual is complete, accurate and up to date;
 - (e) it is not aware of any circumstances in relation to its application to become an Individual which IRPM reasonably believes may bring IRPM into disrepute or otherwise have a detrimental impact on IRPM’s reputation, standing, Intellectual Property Rights and goodwill;

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- (f) it is not Insolvent;
 - (g) it has not been the subject of any Misconduct Procedure or otherwise previously been excluded from being an Individual for any reason.
- 2.3 Unless otherwise stated by IRPM, the Customer shall be an Affiliate Member of IRPM. IRPM may at its sole discretion deem the Customer suitable to be an Enhanced Member.
- 2.4 Notwithstanding any agreement or approval by IRPM to the Customer, or the prospective Individual that the Customer is applying on behalf of, becoming an Individual, the Customer shall not be deemed an Individual whilst any Application Fee or Subscription Fee is outstanding and shall not be entitled to do anything to hold themselves out as an Individual or otherwise associated or affiliated with IRPM in any way.
- 2.5 Whilst an Individual, the Customer shall, or where the Customer is not the Individual shall procure that the Individual shall:
- (a) comply with the Code of Conduct and the Articles;
 - (b) maintain all necessary qualifications, approvals, accreditations or other requirements specified by IRPM, including the applicable Membership Criteria;
 - (c) promptly provide any information or documentation requested by IRPM, whether to document compliance with the Membership Criteria or otherwise;
 - (d) use reasonable endeavours to promote the aims and objectives of IRPM;
 - (e) not use IRPM's address in any advertisement or for any other business purpose; and
 - (f) in relation to any logo, post-nominal or other identifier which IRPM permits the Individual to use or identify itself with, comply with the IRPM Usage Guide;
 - (g) not do, or omit to do, anything which IRPM reasonably believes may bring IRPM into disrepute or otherwise have a detrimental impact on IRPM's reputation, standing, Intellectual Property Rights or goodwill;
 - (h) immediately notify IRPM of any criminal conviction it receives, other than convictions for motoring offences which do not attract a custodial sentence (whether suspended or otherwise); and
 - (i) undertake, and record in the manner specified by IRPM from time to time, a minimum of 15 hours of Qualifying Professional Development in each calendar year.
- 2.6 Where an Individual fails to comply with the requirements of Condition 2.5 of this Section B, IRPM shall be entitled to carry out misconduct proceedings in accordance with Condition 4 of this Section B.
- 2.7 IRPM shall be entitled to vary an Individual's status at its' sole discretion, including (but not limited to):

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- (a) promoting an Affiliate Member to an Enhanced Member or an Enhanced Member to an alternate Enhanced Member status on that Individual meeting the Membership Criteria for the applicable Enhanced Member status;
- (b) reducing the status of an Enhanced Member to that of an Affiliate Member or an alternate Enhanced Member status where the Individual ceases to meet the Membership Criteria for their current Enhanced Member status; and
- (c) reducing the status of an Enhanced Member to that of an Affiliate Member or an alternate Enhanced Member status, as a result of any failure to comply with the requirements of Condition 2.5 of this Section B or following any misconduct proceedings in accordance with Condition 4 of this Section B.

3. SUBSCRIPTION FEES

- 3.1 The Customer shall pay the Application Fee and the Subscription Fee when applying to become an Individual and the Subscription Fee annually during the Renewal Period.
- 3.2 The Application Fee is non-refundable, notwithstanding any decision regarding the Customer's application to become an Individual or to make an application for a prospective Individual.
- 3.3 IRPM will confirm the Subscription Fee for each year in writing at the start of each Renewal Period. For the avoidance of doubt, IRPM is entitled to vary the Subscription Fee annually at its sole discretion.
- 3.4 The Application Fee and the Subscription Fee are payable in accordance with Condition 4 of Section A.

4. MISCONDUCT OF AN INDIVIDUAL

- 4.1 In the event that the Individual:
 - (a) fails to comply with these Conditions, including but not limited to Condition 2.4 of Section B; or
 - (b) is the subject of a complaint from a member of public, an employee or colleague of the Individual, another Individual, the Board of Directors or any employee of IRPM,the Individual acknowledges and agrees that IRPM shall be entitled to deal with such under the Misconduct Procedure.
- 4.2 Any decision made in accordance with the Misconduct Procedure shall be binding on the Individual and IRPM, including any decision to terminate the Individual's membership or to fine the Individual.
- 4.3 Any fine issued by IRPM under the Misconduct Procedure shall be payable as an Additional Charge in accordance with Condition 4 of Section A.



4.4 Condition 13 of Section A shall not apply to any dispute between the Individual and IRPM regarding the conduct of the Individual until the process in this Condition 4 of Section B has been exhausted.

5. TERMINATION OF MEMBERSHIP

5.1 IRPM shall be entitled to terminate the Individual's status as an Individual immediately on notice to the Individual:

- (a) if the Individual ceases to meet the Membership Criteria;
- (b) if the Individual is Insolvent;
- (c) if the Individual receives any criminal conviction, other than a conviction for motoring offences which does not attract a custodial sentence (whether suspended or otherwise);
- (d) if IRPM finds against the Individual under the Misconduct Procedure;
- (e) if IRPM notifies the Individual that it is in breach of these Conditions, the Code of Conduct or the Articles and the Individual fails to remedy such breach within 10 Working Days of being notified of such breach in writing by IRPM; or
- (f) if the Individual does anything which IRPM reasonably believes may bring IRPM into disrepute or otherwise have a detrimental or prejudicial impact on IRPM's reputation, standing, Intellectual Property Rights or goodwill.

5.2 IRPM shall be entitled to terminate an Individual's status as an Individual on 30 days' written notice.

5.3 Where the Individual does not pay the Subscription Fee when due during the Renewal Period, the Individual's status as an Individual shall immediately terminate on expiry of the Renewal Period without any further notice being given to the Individual.

5.4 The Individual may terminate its status as an Individual at any time by giving written notice to IRPM.

5.5 On termination or expiry of the Individual's status as an Individual:

- (a) the Individual shall immediately cease to hold itself out as an Individual, including but not limited to ceasing to use any logo, post-nominal or other identifier provided by IRPM to Individuals;
- (b) the Individual shall not be entitled to any refund of the Application Fee or the Subscription Fee;
- (c) where requested by IRPM, the Individual shall return any Deliverables which relate to, or which it has been provided with by virtue of, its' status as an Individual; and



- (d) unless otherwise expressly agreed in writing by IRPM, any contract between IRPM and the Individual shall automatically terminate, including but not limited to any right to attend any event, course, examination or accreditation and any right to use any materials provided by IRPM.

6. LIMITATION OF LIABILITY

6.1 Except as expressly and specifically provided in these Conditions:

- (a) the Customer assumes sole responsibility for results obtained from the use of the Deliverables by the Customer, and for conclusions drawn from such use. IRPM shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to IRPM by the Customer in connection with the Deliverables, or any actions taken by IRPM at the Customer's direction;
- (b) any information provided as part of the Deliverables does not constitute professional advice and is for educational purposes only. Information provided in the Deliverables is not a substitute for advice on the specific circumstances of the Customer or Individual or for the exercise of appropriate judgement, skill and care. Whilst every effort has been made to ensure the information in the Deliverables is accurate and up-to-date, IRPM accepts no responsibility for any acts or omissions in relation to property management or any other subject matter of the Deliverables in whatever form;
- (c) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by Applicable Laws, excluded from the Contract; and
- (d) the Deliverables are provided to the Customer on an "as is" basis.

6.2 Subject to Condition 11 of Section A and Condition 6.1 of this Section B, IRPM's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to £10,000.



SECTION C – SPONSORSHIP

SPECIFIC TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Section C the following words and expressions have the following meanings unless inconsistent with the context:

“Branding Guidelines”	the usage guidelines which apply to the Customer’s use of IRPM Branding, as set out at www.irpm.org.uk/irpm-logo-and-designations/ as updated from time to time;
“Event”	the event or events set out in the Contract Details;
“Event End Date”	the last day of each individual Event sponsored by the Customer;
“IRPM Branding”	the Intellectual Property Rights of IRPM which the Customer is permitted to use as part of the Sponsorship Rights, including any Intellectual Property Rights relating specifically to the Event;
“Sponsor Branding”	the Intellectual Property Rights of the Customer to be used in the advertisement of the Customer’s products and services at the Event, including but not limited to any trade marks of the Customer;
“Sponsor Materials”	any materials incorporating the Sponsor Branding which the Customer is entitled to distribute in accordance with the Sponsorship Rights;
“Sponsorship Rights”	the advertising and promotional and other rights and opportunities granted to the Sponsor by IRPM which forms the Deliverables as set out in the Contract Details;
“Third Party Sponsor”	any other sponsor of the Event;
“Venue”	the venue where the Event will take place as set out in the Contract Details.

2. SPONSORSHIP RIGHTS

2.1 IRPM grants the Customer the Sponsorship Rights during the Term in accordance with this Contract.

2.2 All rights not expressly granted to the Customer are reserved by IRPM. The Customer acknowledges and agrees that IRPM is the owner or licensor of all rights in IRPM’s Intellectual Property Rights.

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- 2.3 Unless otherwise set out in the Contract Details, IRPM shall be entitled to enter into any sponsorship arrangement with any third party in relation to the Event and the Sponsorship Rights. The Customer agrees that IRPM shall not be, nor considered to be, nor deemed to be, in breach of any provision of this Contract as a result of entering into that arrangement.
- 2.4 If any of the Sponsorship Rights are expressed to be exclusive in the Contract Details, IRPM shall not grant the same rights to a third party for use in advertising, marketing or promoting products or services which are substantially similar to those of the Customer.
- 2.5 The Customer grants to IRPM a worldwide, sub-licensable, non-exclusive, royalty-free licence to use the Sponsor Branding during the Term as part of any direct or indirect promotion of the Event, including by use on promotional material and merchandising.
- 2.6 The Customer represents and warrants that:
- (a) it owns or is solely entitled to use the Sponsor Branding and any other material supplied to IRPM in relation to this Contract and IRPM shall be entitled to see evidence to this effect on request; and
 - (b) IRPM's use of the Sponsor Branding in accordance with this Contract will not infringe the rights of any third party.
- 2.7 The Sponsor Branding shall be an Input Material for the purposes of this Contract.

3. CUSTOMER OBLIGATIONS

- 3.1 The Customer shall:
- (a) exercise the Sponsorship Rights strictly in accordance with the terms of this Contract;
 - (b) use the IRPM Branding and any other materials provided by IRPM strictly in accordance with this Contract and the Branding Guidelines;
 - (c) apply any legal notices required by IRPM or the Branding Guidelines to any Sponsor Materials;
 - (d) submit to IRPM for its prior written approval, pre-production samples of all Sponsor Materials, before their distribution, production or sale and details of any activities, events or exhibitions which the Customer intends to deliver at the Event. IRPM shall use all reasonable endeavours to confirm in writing within 5 Working Days whether such are approved but for the avoidance of doubt no approval shall be deemed given if IRPM does not provide confirmation within 5 Working Days. Where IRPM does not grant approval, the Customer shall make such changes as are requested by IRPM and resubmit such samples or details of activities, events or exhibitions to IRPM for approval;
 - (e) ensure that all Sponsor Materials comply in all respects with the samples approved in accordance with Condition 3.1(d) of this Section C;



- (f) ensure that the manufacture, packaging, distribution, advertising and sale of all Sponsor Materials shall comply with Applicable Laws and the highest standards of business ethics, in particular those relating to child or prison labour and environmental impact;
- (g) immediately at the written request of IRPM and at its sole cost, withdraw from circulation any Sponsor Materials which do not comply with this Condition 3.1 of Section C;
- (h) provide to IRPM within 5 Working Days of request, at the Customer's sole cost and expense, all materials, including artwork of the Sponsor Branding, in a format specified by IRPM for reproduction by IRPM or under IRPM's control for the fulfilment of the Sponsorship Rights;
- (i) not to apply for registration of any part of the IRPM Branding or anything confusingly similar to the IRPM Branding;
- (j) not to use any part of the IRPM Branding or anything confusingly similar to the IRPM Branding in its trading or corporate name or otherwise, except as authorised under this Contract;
- (k) use best endeavours to assist IRPM in protecting the IRPM Branding and not knowingly do, or cause or permit to be done, anything which may prejudice or harm or which has the potential to prejudice or harm the IRPM Branding, IRPM's title or right to the IRPM Branding or the image of IRPM, the Event or the Venue;
- (l) notify IRPM immediately of any suspected infringement of the IRPM Branding, but not to take any steps or action whatsoever in relation to that suspected infringement unless requested to do so by IRPM;
- (m) hold any additional goodwill generated by the Customer for the IRPM Branding as bare trustee for IRPM and to assign the same to IRPM at any time on request and in any event following termination of this Contract;
- (n) execute any further documentation and provide any assistance, both during the Term and after termination of this Contract, as may reasonably be requested by IRPM to protect the IRPM Branding.

3.2 The Customer shall not exercise the Sponsorship Rights, produce Sponsor Materials or otherwise act in such a way that, in the reasonable opinion of IRPM, could:

- (a) bring IRPM, the Event, the Venue or any Third Party Sponsor into disrepute or otherwise have a detrimental or prejudicial impact on the reputation, standing, Intellectual Property Rights or goodwill of such;
- (b) breach any Applicable Laws.



- 3.3 The Customer shall not engage in any joint exploitation of the Sponsorship Rights with any third party other than with the prior written consent of IRPM and on the terms that the Customer shall procure that third party's compliance with this Contract.
- 3.4 All Intellectual Property Rights in and to any materials produced for the Event by or on behalf of IRPM or jointly by IRPM and the Customer shall, with the exception of the Sponsor Branding, be the sole and exclusive property of IRPM and if the Customer acquires, by operation of law, title to any such Intellectual Property Rights it shall assign them to IRPM on request, whenever that request is made.
- 3.5 The Customer is responsible for all Sponsor Materials and any other materials which the Customer uses in the execution of the Sponsorship Rights or attendance at the Event, including ensuring the safety and security of such.
- 3.6 The Customer shall maintain reasonable insurance with a reputable insurer for the duration of the Event and, at its sole cost, shall take out and maintain for the duration of the Event any insurance specified in the Contract Details or otherwise reasonably requested by IRPM.
- 3.7 The Customer shall promptly observe and comply with all instructions, directions and requirements of IRPM or the Venue relating to the organisation, design, planning, execution, presentation, safety and image of the Event, including but not limited to those requirements relating to health and safety at the Venue, any risk assessments requested by IRPM or the Venue and any testing of electrical or other equipment required by IRPM or the Venue prior to use at the Event.
- 3.8 The Customer shall remove all Sponsor Materials after the final break on the Event End Date and in any event will have removed all materials and vacated the Venue by no later than the time stated in the Contract Details or otherwise notified to the Customer in writing by IRPM.
- 4. IRPM'S OBLIGATIONS**
- 4.1 IRPM shall procure the organisation and staging of the Event at the Venue at its sole cost and expense in accordance with this Contract.
- 4.2 IRPM confirms that it shall be responsible for:
- (a) arranging the attendance of and payment for all staff, stewards, speakers, performers, caterers and other personnel employed, engaged or appointed by IRPM throughout the Event; and
 - (b) unless otherwise stated in the Contract Details, the printing and supply of programmes, tickets, stationery, publicity material and advertisements in relation to the Event.
- 4.3 IRPM shall use its reasonable endeavours to deliver or ensure the delivery of each and all of the Sponsorship Rights to the Customer.



4.4 IRPM confirms that, whenever possible, it will ensure that the Sponsor Branding will be present in accordance with the Sponsorship Rights and that the Sponsor Branding is incorporated into all promotional, advertising and publicity material in accordance with the Sponsorship Rights.

5. INDEMNITY

5.1 The Customer shall indemnify IRPM against all liabilities, costs, expenses, damages and losses (including but not limited to any interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by IRPM arising out of or in connection with:

- (a) any claim made against IRPM by a third party for actual or alleged infringement of a third party's Intellectual Property Rights or moral rights arising out of or in connection with IRPM's use of the Sponsor Branding in accordance with this Contract, whether or not any such claim arises during the Term;
- (b) any claim made against IRPM by a third party arising out of or in connection with the manufacture, production, distribution, handling, advertising, consumption or use of, or otherwise relating to the Sponsor Materials, whether or not any such claim arises during the Term. For the avoidance of doubt, any approval by IRPM of any of the Sponsor Materials relates only to the use of Sponsor Materials in connection with the Event and shall not affect this right of indemnification; and
- (c) the Customer's use of the IRPM Branding other than in accordance with the Sponsorship Rights.

5.2 If a payment due from the Customer under this Condition 5 of Section C is subject to tax (whether by way of direct assessment or withholding at its source), IRPM shall be entitled to receive from the Customer such amounts as shall ensure the net receipt, after tax, to IRPM in respect of the payment is the same as it would have been were the payment not subject to tax.

6. EVENT CANCELLATION OR RESCHEDULING

6.1 IRPM reserves the right to reschedule or rearrange the Event for any reason. IRPM shall notify the Customer in writing of any rescheduling of the Event as soon as possible and the Customer shall be entitled to exercise the Sponsorship Rights in relation to the rescheduled Event. IRPM shall have no further liability to the Customer in respect of the rescheduled Event.

6.2 IRPM reserves the right to cancel the Event for any reason (including, without limitation, by reason of a force majeure event in accordance with Condition 14 of Section A). IRPM shall notify the Customer in writing of the cancellation as soon as possible. The parties agree that:

- (a) IRPM shall not be in breach of this Contract by virtue of any cancellation or abandonment of the Event; and



- (b) on IRPM notifying the Customer of such cancellation, this Contract shall immediately terminate and the provisions of this Condition 6 of Section C shall apply; and
- (c) save as set out in this Condition 6 of Section C, IRPM shall have no further liability to the Customer in respect of the cancellation of the Event, including in respect of any costs incurred by the Customer prior to cancellation of the Event.

6.3 Without prejudice to the other rights of the Customer under this Contract, the parties agree to negotiate a reasonable reduction and, where applicable, refund of the Price to reflect any material restriction in the benefit or value of the Sponsorship Rights to the Customer in the event of the cancellation of the Event for any reason in accordance with Condition 6.2 of this Section C.

6.4 The Customer shall notify IRPM in writing within 10 Working Days of IRPM's written notice of the cancellation that the Customer wishes to obtain a reduction or refund of the Price. IRPM and the Customer shall negotiate in good faith to agree an appropriate reduction and/or refund to reflect the reduced value of the Sponsorship Rights. If the parties are unable to agree a reduction or refund within 20 Working Days of the Customer's written notice seeking such reduction or refund, the parties shall resolve the matter in accordance with Condition 13 of Section A.

6.5 Any reduction or refund of the Price agreed pursuant to Condition 6.4 of this Section C shall be payable within 30 days of the amount being agreed or determined in accordance with Condition 13 of Section A or by such other date as the parties may agree in writing.

6.6 For the avoidance of doubt, no reduction or refund of the Price shall be payable where the Contract is terminated other than as a result of cancellation of the Event in accordance with Condition 6.2 of this Section C.

7. TERMINATION AND CONSEQUENCES OF TERMINATION

7.1 In addition to the provisions of Condition 12.3 of Section A, on termination or expiry of this Contract:

- (a) the Sponsorship Rights granted by IRPM to the Customer shall immediately terminate;
- (b) following termination of the Sponsorship Rights, the Customer shall not exercise the Sponsorship Rights or use or exploit (directly or indirectly) its' previous connection with IRPM or the Event; and
- (c) within 60 days after the date of termination, the Customer shall destroy or, if requested by IRPM, deliver to IRPM or any other person designated by IRPM, at the Customer's expense, all Sponsor Materials which incorporate any IRPM Branding or any reference to IRPM or the Event.



8. LIMITATION OF LIABILITY

8.1 Except as expressly and specifically provided in these Conditions:

- (a) the Customer assumes sole responsibility for results obtained from the use of the Deliverables, including the exercise of the Sponsorship Rights by the Customer, and for conclusions drawn from such use. IRPM shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to IRPM by the Customer in connection with the Sponsorship Rights or the Event, or any actions taken by IRPM at the Customer's direction;
- (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by Applicable Laws, excluded from the Contract; and
- (c) the Deliverables are provided to the Customer on an "as is" basis.

8.2 Subject to Condition 11 of Section A and Condition 8.1 of this Section C, IRPM's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the greater of:

- (a) £50,000; or
- (b) the Price.





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SECTION D – EVENTS

SPECIFIC TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Section D the following words and expressions have the following meanings unless inconsistent with the context:

“Attendance Criteria”	any criteria or requirements which Delegates must meet in order to attend the Event, as notified to the Customer by IRPM in writing from time to time;
“Delegate”	the individual who is to attend the Event, as detailed in the Contract Details, or (where the Customer and the delegate are different) such replacement as the Customer may notify to IRPM in writing;
“Event”	the event or events which forms the Deliverables as set out in the Contract Details;
“Event Date”	the date or dates of the Event as set out in the Contract Details;
“Venue”	the venue where the Event will take place as set out in the Contract Details.

2. EVENT

- 2.1 Subject to prior payment of the Price in cleared funds by the Customer, IRPM shall permit each Delegate to attend the Event.
- 2.2 The Delegate shall arrive at the Venue for registration at least one hour prior to the listed start time for the Event.
- 2.3 The Customer acknowledges and agrees that IRPM shall be entitled to refuse entry to the Event to any Delegate who has not registered in accordance with Condition 2.2 of this Section D.
- 2.4 Where the Event is directed at or intended for certain categories of delegate, IRPM shall be entitled to refuse entry to the Event to any Delegate that IRPM reasonably believes does not meet the Attendance Criteria.
- 2.5 The Customer acknowledges and agrees that IRPM may vary the Venue, the date and time of the Event, the presenters, speakers and other elements of the Event in accordance with Condition 5.6 of Section A.



3. PRICE

- 3.1 Unless otherwise stated in the Contract Details, the Price for the Event does not include accommodation, travel, meals or refreshments and the Customer shall be responsible for arranging such at its' own cost for each Delegate where required.

4. DELEGATES

- 4.1 The Customer shall, and where the Customer is not the Delegate, shall procure that each Delegate shall:

- (a) meet any applicable Attendance Criteria;
- (b) not resell, transfer ownership of or allow any other person to use, the Delegate's right to attend the Event;
- (c) behave in a manner appropriate to the Event and the Venue whilst travelling to or from the Event and attending the Event;
- (d) not do anything which IRPM reasonably believes could bring IRPM, the Event or the Venue into disrepute or otherwise have a detrimental or prejudicial impact on the reputation, standing, Intellectual Property Rights or goodwill of such;
- (e) not record or transmit, or aid in the recording or transmitting of, any video, image, audio, transcription or other reproduction of the Event unless expressly permitted in writing by IRPM;
- (f) comply with all instructions, directions and requirements of IRPM or the Venue relating to attendance at and participation in the Event, including those requirements relating to health and safety at the Venue; and
- (g) comply with the terms of this Contract.

- 4.2 Where the Customer is not the Delegate, the Customer shall be entitled to replace the Delegate with an alternate Delegate on written notice to IRPM, provided that any such replacement Delegate shall also comply with the terms of this Contract, including the provisions of this Condition 4 of Section D.

- 4.3 The Customer agrees that, and shall procure that the Delegate agrees that, IRPM, the Venue and any third party may use the Delegate's name, image, likeness and any audio, video or photographic recording in accordance with IRPM's Privacy Policy.

5. EVENT CANCELLATION

- 5.1 IRPM reserves the right to cancel or reschedule the Event for any reason (including, without limitation, by reason of a force majeure event in accordance with Condition 14 of Section A). IRPM shall notify the Customer in writing of the cancellation or rescheduling as soon as possible. The parties agree that:



- (a) IRPM shall not be in breach of this Contract by virtue of any cancellation or rescheduling of the Event; and
- (b) on IRPM notifying the Customer of any cancellation of the Event, this Contract shall immediately terminate and the provisions of this Condition 5 of Section D shall apply;
- (c) on IRPM notifying the Customer of any rescheduling of the Event, this Contract shall be deemed varied in accordance with Condition 5.6 of Section A; and
- (d) save as set out in this Condition 5 of Section D, IRPM shall have no further liability to the Customer in respect of the cancellation or rescheduling of the Event, including in respect of any costs incurred by the Customer prior to cancellation or rescheduling of the Event.

5.2 Without prejudice to the other rights of IRPM or the Customer under this Contract, where an Event is cancelled or rescheduled in accordance with Condition 5.1 of Section D IRPM shall:

- (a) where the Event is to be rescheduled, permit each Delegate to attend the rescheduled Event; or
- (b) where the Event is cancelled or a Delegate is unable to attend the rescheduled Event and the Customer cannot provide a replacement Delegate, at IRPM's sole discretion provide a refund of the Price less any amounts which relate to costs already incurred by IRPM in providing the Event to the Customer.

5.3 Any refund of the Price or part of the Price agreed pursuant to Condition 5.2 of this Section D shall be payable within 30 days of the amount being agreed or determined in accordance with Condition 13 of Section A or by such other date as the parties may agree in writing.

5.4 For the avoidance of doubt, no reduction or refund of the Price shall be payable where the Contract is terminated other than as a result of cancellation of the Event in accordance with Condition 5.1 of this Section D.

6. CANCELLATION BY THE CUSTOMER

6.1 The Customer shall be entitled to cancel any booking for any Delegate at the Event by giving written notice to IRPM. Where the Customer cancels the booking for any Delegate:

- (a) within 10 Working Days of the order being accepted by IRPM in accordance with Condition 2.5 of Section A, the Customer shall be entitled to receive a refund of the portion of the Price relating to that Delegate's attendance at the Event; or
- (b) more than 10 Working Days after the order has been accepted by IRPM in accordance with Condition 2.5 of Section A, the Customer shall not be entitled to receive a refund of the portion of the Price relating to that Delegate's attendance at the Event,

provided that in no circumstances shall any refund be payable if the Customer cancels the booking less than 10 Working Days prior to the Event.



6.2 For the purposes of Condition 6.1 of this Section D, the date of the Customer's cancellation shall be the date on which IRPM is deemed to receive the Customer's written notice in accordance with Condition 14.2 of Section A.

7. LIMITATION OF LIABILITY

7.1 Except as expressly and specifically provided in these Conditions:

- (a) the Customer assumes sole responsibility for results obtained from the use of the Deliverables by the Customer, including but not limited to attendance at the Event, and for conclusions drawn from such use. IRPM shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to IRPM by the Customer in connection with the Deliverables, or any actions taken by IRPM at the Customer's direction;
- (b) any information provided as part of the Deliverables, including but not limited to attendance at the Event, does not constitute professional advice and is for educational purposes only. Information provided as part of the Deliverables is not a substitute for advice on the specific circumstances of the Customer or Delegate or for the exercise of appropriate judgement, skill and care. Whilst every effort has been made to ensure that information provided as part of the Deliverables is accurate and up-to-date, IRPM accepts no responsibility for any acts or omissions in relation to property management or any other subject matter of the Deliverables in whatever form;
- (c) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by Applicable Laws, excluded from the Contract; and
- (d) the Deliverables are provided to the Customer on an "as is" basis.

7.2 Subject to Condition 11 of Section A and Condition 7.1 of this Section D, IRPM's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the greater of:

- (a) £10,000; or
- (b) the Price.





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SECTION E – JOB ADVERTISEMENTS

SPECIFIC TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Section E the following words and expressions have the following meanings unless inconsistent with the context:

“Advertisement”	an advertisement to be hosted on the Jobs Portal on behalf of the Customer which forms the Deliverables as set out in the Contract Details;
“Applicant”	any individual who applies for a job with the Customer through the Advertisement, whether or not they are subsequently employed by the Customer;
“Jobs Portal”	the portal for job advertisements hosted by IRPM at www.irpm.org.uk/jobs ;

1.2 The words **“appropriate technical and organisational measures”**, **“Controller”**, **“Data Subject”**, **“Personal Data”**, **“Personal Data Breach”**, **“processing”** and **“Processor”** shall have the meanings given to them in the Data Protection Legislation.

2. ADVERTISEMENTS

2.1 IRPM shall host the Advertisement on the Jobs Portal for the Term, unless this Contract is terminated earlier in accordance with any of the terms of this Contract.

2.2 The Customer acknowledges that IRPM is responsible for hosting the Jobs Portal and the Advertisement only, and shall have no obligation to the Customer in respect of marketing or promoting the Advertisement, communicating with or vetting Applicants for the Customer or guaranteeing any minimum number of Applicants respond to the Advertisement.

2.3 The Customer shall provide the proposed Advertisement to IRPM for approval, including details of:

- (a) the role being advertised;
- (b) the name and business of the Customer
- (c) contact details which an Applicant may use to contact the Customer;
- (d) the start and duration of the Advertisement; and
- (e) the text of the proposed Advertisement.

2.4 Subject to payment of the Price in cleared funds by the Customer, IRPM shall (acting in its sole discretion), within 5 Working Days of receiving the Customer’s proposed Advertisement,



confirm in writing whether the proposed Advertisement is approved. If IRPM does not approve a proposed Advertisement within 5 Working Days of receipt, it shall be deemed not approved.

2.5 If IRPM approves a proposed Advertisement in accordance with Condition 2.4 of this Section E, IRPM shall commence publication of the Advertisement on the Jobs Portal within 2 Working Days.

2.6 If IRPM does not approve a proposed Advertisement in accordance with Condition 2.4 of this Section E, IRPM may propose amendments to the proposed Advertisement but the Advertisement as amended shall not be deemed approved unless resubmitted for approval by the Customer in accordance with Condition 2.3 of this Section E and approved by IRPM in accordance with Condition 2.5 of this Section E.

2.7 The Customer shall ensure that the Advertisement shall:

- (a) not contain any information which is inaccurate, incomplete or incorrect;
- (b) comply with any policies or guidelines notified to the Customer by IRPM from time to time;
- (c) comply with all Applicable Law and any other applicable laws, regulations, regulatory policies, guidelines or codes in each case from time to time in force, including all such guidelines and codes issued by statutory, regulatory and industry bodies;
- (d) not infringe the Intellectual Property Rights or proprietary rights of any third party;
- (e) not contain any personal data without the permission of the data subject to whom the personal data relates;
- (f) not be defamatory, libellous, obscene or otherwise offensive;
- (g) not cause, or be likely to cause, any damage to or have an adverse impact on, IRPM's reputation, Intellectual Property Rights or goodwill; and
- (h) not include any element that is designed to, intended to, or which could otherwise have the effect of, causing damage to the Jobs Portal, IRPM's website or IRPM.

2.8 IRPM shall be entitled to remove or modify an Advertisement where in IRPM's reasonable opinion it ceases to comply with the requirements of Condition 2.7 of this Section E.

2.9 If the Customer requests any modification of an Advertisement after it has been published, such modification shall be requested and agreed in accordance with Condition 5 of Section A.

3. INDEMNITY AND WARRANTY

3.1 The Customer shall indemnify IRPM against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit,

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loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by IRPM arising out of or in connection with any third-party claims or any action, adjudication or decision taken against IRPM by any third party or regulatory body, in each case directly or indirectly arising (in whole or in part) as a result of IRPM's hosting of the Advertisement, including but not limited to any claim from an Applicant.

3.2 Subject to Condition 3.3 of this Section E, IRPM warrants that:

- (a) the Advertisement will be published on the Jobs Portal for the Term;
- (b) the Jobs Portal will be maintained and reasonably available (save for reasonable periods of downtime for maintenance) during the Term; and
- (c) the Advertisement will upon publication on the Jobs Portal be materially the same as the Advertisement approved in accordance with Condition 4.5 of this Section E.

3.3 The Customer agrees that:

- (a) there may be variations in the appearance, colour, formatting or font of the Advertisement when published on the Jobs Portal;
- (b) the appearance of the Advertisement may vary when displayed on a screen;
- (c) the Customer shall be responsible for any typographical, clerical or other omission or error in any Advertisement and IRPM is not responsible for the identification or correction of any omission or error, save where such omission or error is not present in the Advertisement when approved by IRPM in accordance with Condition 4.5 of this Section E; and
- (d) the Jobs Portal may be temporarily unavailable as a result of hardware, software or server outages or failure, reduced bandwidth, internet outages and other technical or non-technical issues,

and that such shall not be considered a breach of warranty.

3.4 Subject as expressly provided in this Contract, IRPM excludes all warranties, conditions or other terms implied by statute or common law to the fullest extent permitted by law, including but not limited to in relation to the Advertisements.

3.5 Where any valid warranty claim in respect of an Advertisement is made by the Customer, IRPM shall be entitled at its option to:

- (a) provide for a corrected Advertisement to be published for such additional time as the original Advertisement was published and did not comply with the warranty; or
- (b) at its' sole discretion, refund to the Provider the Price (or a proportionate part of the Price) for the Advertisement found not to conform to warranty,



and such shall be the extent of IRPM's liability in respect of such warranty claim.

4. APPLICANTS

- 4.1 IRPM does not guarantee that the Customer will receive any Applicants or that the Advertisement will reach any prospective Applicants who would be suitable for the Customer's requirements. The Customer is solely responsible for determining whether the Jobs Portal is an appropriate location for the Advertisement.
- 4.2 The Customer shall be responsible for managing communications with any Applicant and ensuring that any contact details provided by the Customer remain active for the use of Applicants.
- 4.3 IRPM shall not be responsible for facilitating any communication between the Customer and any Applicant.
- 4.4 IRPM shall have no responsibility for the Applicants or any decision made by the Customer to recruit or hire any Applicant.

5. DATA PROTECTION

- 5.1 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and IRPM is the Processor. Appendix 1 sets out the scope, nature and purpose of processing by IRPM, the duration of the processing and the types of Personal Data and categories of Data Subject.
- 5.2 Without prejudice to the generality of Condition 10 of Section A, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to IRPM and/or lawful collection of the Personal Data by IRPM on behalf of the Customer for the duration and purposes of this Contract.
- 5.3 Without prejudice to the generality of Condition 10 of Section A, IRPM shall, in relation to any Personal Data processed in connection with the performance by IRPM of its obligations under this Contract:
 - (a) process that Personal Data only on the documented written instructions of the Customer unless IRPM is required by Applicable Laws to otherwise process that Personal Data. Where IRPM is relying on Applicable Laws as the basis for processing Personal Data, IRPM shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit IRPM from so notifying the Customer;
 - (b) 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);

- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or IRPM has provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) IRPM complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) IRPM complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (e) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Customer without undue delay on becoming aware of a Personal Data Breach;
- (g) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Contract unless required by Applicable Law to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this Condition 5.3 of this Section E; and
- (i) promptly inform the Customer if, in the opinion of IRPM, an instruction infringes the Data Protection Legislation.

5.4 The Customer consents to IRPM appointing the third party processors set out in Appendix 1 or IRPM's external privacy policy, accessible at www.irpm.org.uk/privacy-policy/, as third party processors of Personal Data under this Contract. IRPM confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement



incorporating terms which are substantially similar to those set out in this clause and which will continue to reflect the requirements of the Data Protection Legislation. As between the Customer and IRPM, IRPM shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this Condition 5.4 of this Section E.

- 5.5 IRPM may, at any time on not less than 30 days' notice, revise this Condition 5 of this Section E by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Contract).

6. INTELLECTUAL PROPERTY

- 6.1 The Customer shall be entitled to download and maintain copies of the Advertisement but shall not be entitled to download or keep copies of any other element of the Jobs Portal or the IRPM website, or any other aspect of IRPM's Intellectual Property Rights.
- 6.2 By submitting the Advertisement, the Customer grants IRPM a non-exclusive, royalty free, transferable licence to use, reproduce, display, distribute, modify and create derivative works from any of the Customer's Intellectual Property Rights in the Advertisement for the purposes of hosting and advertising the Advertisement for the Customer.

7. LIMITATION OF LIABILITY

- 7.1 Except as expressly and specifically provided in these Conditions:
- (a) the Customer assumes sole responsibility for results obtained from the use of the Deliverables by the Customer, and for conclusions drawn from such use. IRPM shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to IRPM by the Customer in connection with the Deliverables, or any actions taken by IRPM at the Customer's direction;
 - (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by Applicable Laws, excluded from the Contract; and
 - (c) the Deliverables are provided to the Customer on an "as is" basis.
- 7.2 Subject to Condition 11 of Section A and Condition 7.1 of this Section E, IRPM's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the greater of:
- (a) £10,000; or
 - (b) the Price.



APPENDIX 1

Processing, Personal Data and Data Subjects

1. Processing by IRPM

- 1.1 Scope of processing: IRPM may carry out processing in relation to the advertising of jobs on IRPM's jobs portal and facilitating communication between the Customer and job applicants, and for record keeping in relation to the jobs advertised and the applications made in relation to those Job Advertisements.
- 1.2 Nature and purpose of processing: Personal data may be processed for the purpose of performance of a contract between IRPM and the Customer, in order to publish Job Advertisements and transfer communications from applicants to the Customer, to maintain records of the jobs advertised and the applications made in relation to those Job Advertisements.
- 1.4 Duration of processing: The term of the Contract, in addition to which IRPM may retain personal data for a reasonable period of time in circumstances where asked to do so by the relevant data subject or as part of IRPM's own record keeping.

2. Types of Personal Data being processed

Name, address, telephone number and email address

Personal data contained within job applications

3. Categories of Data Subject

Customer employees

Applicants for any Job Advertisement



SECTION F – COURSES AND EXAMINATIONS

SPECIFIC TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Section E the following words and expressions have the following meanings unless inconsistent with the context:

“Attendance Criteria”	any criteria or requirements which Delegates must meet in order to attend the Event, as notified to the Customer by IRPM in writing from time to time;
“Course”	the training course or courses which forms the Deliverables as set out in the Contract Details
“Delegate”	the individual who is to attend the Event, as detailed in the Contract Details, or, where permitted by IRPM in accordance with Condition 4.2 of this Section F, such replacement as the Customer may notify to IRPM in writing;
“Event”	the Course or Exam which forms the Deliverables as set out in the Contract Details;
“Exam”	the examination or accreditation which forms the Deliverables as set out in the Contract Details;
“Examiner”	an individual engaged by IRPM to mark or assess any Exam undertaken by the Delegate;
“Exam Rules”	any specific rules, regulations or requirements notified to a Delegate by IRPM in relation to their taking of an Exam;
“Event Date”	the date or dates of the Event as set out in the Contract Details;
“Improvement”	has the meaning set out in Condition 8.1 of this Section F;
“Invigilator”	an individual engaged by IRPM to invigilate or monitor any Exam;
“Portal”	the website, web-based portal or other electronic or digital means by which the Course or Exam is delivered as set out in the Contract Details;
“Tutor”	an individual engaged by IRPM to deliver any training forming part of the Course;



“Venue”	the venue where the Event will take place as set out in the Contract Details, including but not limited to the Portal;
“Virus”	any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices; and
“Vulnerability”	a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability.

2. EVENT

- 2.1 Subject to prior payment of the Price in cleared funds by the Customer, IRPM shall permit each Delegate to attend the Event.
- 2.2 Where the Event is not provided through the Portal, the Customer shall, and where the Customer is not the Delegate procure that each Delegate shall:
- (a) arrive at the Venue for registration at least one hour prior to the listed start time for the Event; and
 - (b) provide appropriate original identification, including address and photograph identification, on registration.
- 2.3 The Customer acknowledges and agrees that:
- (a) IRPM shall be entitled to refuse entry to the Event to any Delegate who has not registered in accordance with Condition 2.2 of this Section F; and
 - (b) in the event a Delegate is not refused entry to the Event under Condition 2.3(a) of this Section F, they will not be entitled to any additional time where they enter the Event after the scheduled start time.
- 2.4 The Customer acknowledges and agrees that IRPM may vary the Tutor, Invigilator or Examiner, the Portal, the Venue, the date and time of the Event and other elements of the Event in accordance with Condition 5.6 of Section A.

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2.5 The Customer acknowledges, and where the Customer is not the Delegate, shall procure that the Delegate acknowledges that if the Delegate does not comply with the requirements of this Contract, including providing any information or Input Materials requested by IRPM or the Tutor, Invigilator or Examiner, the Delegate may not be able to participate fully in the Event and that IRPM shall have no liability to the Customer or the Delegate where this is the case.

3. PRICE

3.1 Unless otherwise stated in the Contract Details, the Price for the Event does not include accommodation, travel, meals or refreshments and the Customer shall be responsible for arranging such at its own cost for each Delegate where required.

4. DELEGATES

4.1 The Customer shall, and where the Customer is not the Delegate procure that each Delegate shall:

- (a) meet any applicable Attendance Criteria;
- (b) not resell, transfer ownership of or allow any other person to use, the Delegate's right to attend the Event;
- (c) behave in a manner appropriate to the Event and any Venue whilst travelling to or from the Event or attending the Event;
- (d) participate appropriately in the Event, including providing any Input Materials or other Materials requested by IRPM or the Tutor, Invigilator or Examiner in a timely manner and in advance of the Event where requested;
- (e) where the Course or Exam is provided by electronic means, keep a secure username and password for access to the Course or Exam and prevent any other individual from accessing the Course or Exam using their log-in details;
- (f) not use the Event for anything other than its intended purpose, as determined by IRPM and including but not limited to the requirements of this Contract;
- (g) not use the Event for any commercial gain;
- (h) not exert improper pressure on IRPM, or any third party involved in the supply of the Event;
- (i) not do anything which IRPM reasonably believes could bring IRPM, the Event or the Venue into disrepute or otherwise have a detrimental or prejudicial impact on the reputation, standing, Intellectual Property Rights or goodwill of such;
- (j) not record or transmit, or aid in the recording or transmitting of, any video, image, audio, transcription or other reproduction of the Event or any materials relating to the Event unless expressly permitted in writing by IRPM;

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- (k) comply with all instructions, directions and requirements of IRPM, the Tutor, Invigilator or Examiner or the Venue relating to attendance at and participation in the Event, including those requirements relating to health and safety at the Venue; and
- (l) comply with the terms of this Contract.

4.2 Where the Customer is not the Delegate, in relation to a Course only, the Customer shall be entitled to replace the Delegate with an alternate Delegate on written notice to IRPM, provided that any such replacement Delegate shall also comply with the terms of this Contract, including the provisions of this Condition 4 of Section F. For the avoidance of doubt, the Customer shall not be entitled to replace a Delegate taking an Exam with an alternate Delegate without the prior written consent of IRPM.

4.3 The Event may not be available to all Delegates at the same time and IRPM, acting reasonably, reserves the right to temporarily prevent any number of Delegates from accessing the Event from time to time.

5. COURSES

5.1 Where the Course is directed at or intended for certain categories of delegate, IRPM shall be entitled to refuse entry to the Course to any Delegate that IRPM reasonably believes does not meet the Attendance Criteria.

5.2 Except as expressly and specifically provided in these Conditions:

- (a) the Course is intended to provide general information only and does not constitute advice given by IRPM or the Tutor in relation to any particular circumstance or context. Neither IRPM nor its employees, consultants or Tutors can accept responsibility for the Customer's or any of its Delegates' actions, or those of other people attending or participating in the Course or interpreting the Course, or responsibility for any loss incurred as a result of the Customer, Delegate or any other person relying on the Course.
- (b) the Customer assumes sole responsibility for results obtained from the use of the Course and any information provided as part of the Course, and for conclusions drawn from such use;
- (c) IRPM shall have no liability for any damage caused by reliance by the Customer or the Delegate on, or any errors or omissions in, any documents, information, instructions or scripts produced by the Customer or any Delegate in connection with the Course;
- (d) the Course is provided to the Customer on an "as is" basis; and
- (e) the Course is provided for the use of a single Delegate and the Customer and the Delegate shall not share the Course with any other person or copy or distribute any materials relating to the Course to any other person.



5.3 The Customer acknowledges, and where the Customer is not the Delegate, shall procure the Delegate's acknowledgment that, any failure to comply with this Contract during the Course may lead to exclusion or removal from the Course. The Customer, and where the Customer is not the Delegate, the Delegate, agrees that IRPM shall not be obliged to provide any refund of the Price (or any part thereof) or allow the Delegate to re-attend the Course.

6. EXAMS

6.1 The Customer shall, and where the Customer is not the Delegate procure that the Delegate shall:

- (a) comply with any instructions provided by IRPM prior to the Exam;
- (b) not disclose answers to questions to any other person or permit any other person to answer questions on their behalf;
- (c) comply with any applicable Exam Rules;
- (d) not use, or seek to use, any third party materials during the Exam, including but not limited to any materials prohibited by the Exam Rules;
- (e) not remove any Materials relating to the Exam from the Venue;
- (f) notify the Invigilator or Examiner immediately on becoming aware of any breach of the Exam Rules or any attempt to cheat, assist another person in cheating or otherwise seek an unfair advantage in relation to the Exam;
- (g) not do anything that may, in IRPM's or the Invigilator's or Examiner's reasonable opinion, cause any disruption to or otherwise have a detrimental impact on the performance of any other person taking the Exam; and
- (h) not share the Exam, or access to the Exam, with any other person or copy or distribute any materials relating to the Exam to any other person.

6.2 The Customer acknowledges, and where the Customer is not the Delegate, shall procure the Delegate's acknowledgment that, any failure to comply with this Contract before or during an Exam, or following a review of any Exam, may lead to:

- (a) exclusion or removal from the Exam; or
- (b) the invalidation of any results for the Exam, subject to any successful appeal made by the Customer or the Delegate,

and the Customer, and where the Customer is not the Delegate, the Delegate, agree that IRPM shall not be obliged to provide any refund of the Price (or any part thereof) or allow any resit of the Exam.

6.3 Where the Customer or, where the Customer is not the Delegate, the Delegate has access to any assessment or assignment materials as part of the Exam, any assessment or



assignment submitted to IRPM during the Term will be marked and a certificate awarded to the Customer, or where applicable the Delegate, if they have met the required standard. IRPM will not mark any assessment or assignment submitted outside the Term or guarantee to provide any specific feedback.

- 6.4 Where the Customer or, where the Customer is not the Delegate, the Delegate believes that there are any extenuating circumstances which are applicable to the Delegate or an Exam that they are taking or have taken, the Customer or Delegate must provide IRPM with written notice of the extenuating circumstances within 5 Working Days of the date of the Exam. IRPM and the Examiner shall have sole discretion to determine whether any extenuating circumstances are taken into account in relation to the Exam and how this is done. IRPM and the Examiner shall have no obligation to consider extenuating circumstances not notified to IRPM in accordance with this Condition 6.4 of Section F.
- 6.5 Any decision made by IRPM or the Examiner regarding an Exam, including the awarding of any certificate or accreditation, is made at their sole discretion. If the Customer or, where the Customer is not the Delegate, the Delegate, disagrees with, or wishes to appeal, any decision made by IRPM or the Examiner, the Customer or Delegate must contact IRPM in writing setting out the reason for the disagreement or grounds of appeal within 15 Working Days of IRPM or the Examiner informing the Customer or Delegate of the decision with which it disagrees or the Exam result being appealed.
- 6.6 Where the Customer or Delegate notifies IRPM that it disagrees with a decision in accordance with Condition 6.5 of this Section F, IRPM shall consider the Customer or Delegate's reason for disagreement within 15 Working Days and take such steps as IRPM determines to be appropriate, including but not limited to remarking or re-assessing the Exam. If the Customer or Delegate does not agree with IRPM's decision, it shall be entitled to appeal to IRPM by notifying IRPM in writing within 10 Working Days of receiving IRPM's decision. The decision made by IRPM will be reviewed by two independent directors of IRPM and the determination of these directors will be final. If IRPM determines that an Exam previously marked as having failed should be remarked as having passed, IRPM shall refund any Additional Charge payable in accordance with Condition 6.7 of this Section F.
- 6.7 If the Customer or Delegate requests that an Exam be remarked or requests feedback on an Exam, IRPM shall be entitled to charge the Customer for the remarking or feedback as an Additional Charge, and shall not be obliged to provide the remarked Exam result or feedback until payment has been received in full cleared funds.
- 6.8 The Customer acknowledges and, where the Customer is not the Delegate, shall procure the Delegate's acknowledgment that, no Materials related to the Exam, including a marked or unmarked Exam, will be released by IRPM.

7. USE OF THE PORTAL

- 7.1 The Customer acknowledges, and where the Customer is not the Delegate shall procure the acknowledgment of the Delegate, that it may be required to use electronic communications media, including but not limited to the Portal, to access the Course or the Exam.

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- 7.2 Where the Course or Exam is supplied by electronic means, the Customer may, and where the Customer is not the Delegate, permit the Delegate to:
- (a) access the Course or Exam from a location other than their principal place of work provided that this is during the Term and, where the Customer is not the Delegate, that such Delegate is a permanent employee of the Customer at that time;
 - (b) copy any part of the Course or Exam where such copying is an incidental result of accessing the Course or Exam electronically;
 - (c) copy any part of the Course or Exam which is identified as available for download, provided that such copies are deleted on expiry of the Term; and
 - (d) print any part of the Course or Exam which is made available in a PDF or otherwise print-ready format, provided that the Customer or Delegate prints only the minimum number of copies reasonably necessary and that such copies are destroyed on expiry of the Term.
- 7.3 In relation to any Course or Exam supplied by electronic means:
- (a) the Customer acknowledges, and where the Customer is not the Delegate, shall procure the Delegate's acknowledgment that, a Course or Exam may be recorded and reviewed following the Course or Exam by IRPM, the Tutor, Invigilator or Examiner;
 - (b) IRPM does not provide the software to which the Course or Exam relates and the Customer is responsible for ensuring its own access, or procuring access for the Delegate, to such software;
 - (c) the Customer is responsible for configuring, or procuring the configuration for the Delegate of, their own information technology, computer programmes and hardware in order to access the Course, Exam and Portal and should use their own, or procure for the Delegate, virus protection software. IRPM is not responsible for any failure to access the Course, Exam or Portal as a result of the incompatibility of the Customer's or Delegate's computer programmes or hardware;
 - (d) the Customer shall, and where the Customer is not the Delegate shall procure that each Delegate shall, use all reasonable endeavours to prevent any unauthorised access to, or use of, the Course, Exam or Portal and shall promptly notify IRPM in the event of any such unauthorised access or use
 - (e) access to the Course, Exam or Portal may be suspended temporarily and without notice in the case of bandwidth shortage, system failure, maintenance or repair or for reasons beyond IRPM's control;
 - (f) whilst IRPM endeavours to ensure that the Portal is normally available 24 hours a day, IRPM shall not be liable if for any reason the Course, Exam or Portal is unavailable at any time or for any period;



- (g) IRPM does not warrant that the use of the Course, Exam or Portal will be uninterrupted or error-free and IRPM is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that, and shall ensure the Delegate's acknowledgement that, the Course, Exam or Portal may be subject to limitations, delays and other problems inherent in the use of such communications facilities; and
- (h) if, for any reason, the Course, Exam or Portal are defective or not accessible, IRPM shall commence remedial work as soon as reasonably practicable in the circumstances, and shall use its reasonable endeavours to remedy any such problem, save that nothing shall require IRPM to carry out such work outside Normal Working Hours.

7.4 The Customer shall not, and where the Customer is not the Delegate shall procure that each Delegate shall not:

- (a) access, store, distribute or transmit any Viruses, or any material during the course of its use of the Course, Exam or Portal that:
 - (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (ii) facilitates illegal activity;
 - (iii) depicts sexually explicit images;
 - (iv) promotes unlawful violence;
 - (v) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability;
 - (vi) is otherwise illegal or causes damage or injury to any person or property; or
 - (vii) may cause, or be likely to cause, any damage to or have an adverse impact on, IRPM's reputation, Intellectual Property Rights or goodwill;
- (b) 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 the Contract:
 - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Course, Exam or Portal in any form or media or by any means; or
 - (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Course, Exam or Portal;



- (c) access all or any part of the Course, Exam or Portal in order to build a product or service which competes with the Course, Exam or Portal;
- (d) make copies or print any part of the Course, Exam or Portal save as expressly permitted under this Contract;
- (e) use the Course, Exam or Portal to provide services to third parties;
- (f) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Course, Exam or Portal available to any third party;
- (g) attempt to obtain, or assist third parties in obtaining, access to the Course, Exam or Portal; or
- (h) introduce or permit the introduction of, any Virus or Vulnerability into IRPM's network and information systems.

and IRPM reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's, or any Delegate's, access to any material that breaches the provisions of this Condition 7.4 of this Section F.

8. INTELLECTUAL PROPERTY

- 8.1 If the Customer, or where the Customer is not the Delegate, any Delegate, makes, devises, discovers, or otherwise acquires rights in any improvement, enhancement or modification to the whole or any part of the Event or the method by which it is provided ("**Improvement**") the Customer shall promptly notify IRPM in writing, giving details of the Improvement and shall, if IRPM so requests, provide, or procure that the Delegate provides, any further information as would be reasonably required to enable IRPM to evaluate the Improvement effectively.
- 8.2 The Customer shall grant, or shall procure the grant by the Delegate of, a non-exclusive royalty-free worldwide irrevocable licence (together with the right to grant sub-licences) for IRPM to use in any manner any Improvement made, devised or discovered by the Customer.

9. EVENT CANCELLATION

- 9.1 IRPM reserves the right to cancel or reschedule the Event for any reason (including, without limitation, by reason of a force majeure event in accordance with Condition 14 of Section A). IRPM shall notify the Customer in writing of the cancellation or rescheduling as soon as possible. The parties agree that:
 - (a) IRPM shall not be in breach of this Contract by virtue of any cancellation or rescheduling of the Event; and
 - (b) on IRPM notifying the Customer of any cancellation of the Event, this Contract shall immediately terminate and the provisions of this Condition 8 of Section F shall apply;



- (c) on IRPM notifying the Customer of any rescheduling of the Event, this Contract shall be deemed varied in accordance with Condition 5.6 of Section A; and
- (d) save as set out in this Condition 8 of Section F, IRPM shall have no further liability to the Customer in respect of the cancellation or rescheduling of the Event, including in respect of any costs incurred by the Customer prior to cancellation or rescheduling of the Event.

9.2 Without prejudice to the other rights of IRPM or the Customer under this Contract, where an Event is cancelled or rescheduled in accordance with Condition 8.1 of this Section F IRPM shall:

- (a) where the Event is to be rescheduled, permit each Delegate to attend the rescheduled Event; or
- (b) where the Event is cancelled or a Delegate is unable to attend the rescheduled Event and the Customer cannot provide a replacement Delegate, at IRPM's sole discretion provide a refund of the Price less any amounts which relate to costs already incurred by IRPM in providing the Event to the Customer.

9.3 Any refund of the Price or part of the Price agreed pursuant to Condition 8.2 of this Section F shall be payable within 30 days of the amount being agreed or determined in accordance with Condition 13 of Section A or by such other date as the parties may agree in writing.

9.4 For the avoidance of doubt, no reduction or refund of the Price shall be payable where the Contract is terminated other than as a result of cancellation of the Event in accordance with Condition 8.1 of this Section F.

10. CANCELLATION OR POSTPONEMENT BY THE CUSTOMER

10.1 The Customer shall be entitled to cancel any booking for any Delegate at the Event by giving written notice to IRPM. Where the Customer cancels the booking for any Delegate:

- (a) within 10 Working Days of the order being accepted by IRPM in accordance with Condition 2.5 of Section A, the Customer shall be entitled to receive a refund of the portion of the Price relating to that Delegate's attendance at the Event; or
- (b) more than 10 Working Days after the order has been accepted by IRPM in accordance with Condition 2.5 of Section A, the Customer shall not be entitled to receive a refund of the portion of the Price relating to that Delegate's attendance at the Event,

provided that in no circumstances shall any refund be payable if the Customer cancels the booking less than 10 Working Days prior to the Event or if the Customer or Delegate accesses the Course or Exam where it is provided through the Portal or any other electronic means.



- 10.2 For the purposes of Condition 9.1 of this Section F, the date of the Customer's cancellation shall be the date on which IRPM is deemed to receive the Customer's written notice in accordance with Condition 14.2 of Section A.
- 10.3 The Customer shall be entitled to postpone an Exam for any Delegate by giving at least 10 Working Days written notice of the postponement, provided that an Exam may only be postponed twice. If the Customer requests a third postponement of an Exam, IRPM shall be entitled to treat it as a cancellation of the booking in accordance with Condition 10.1(b) of this Section F.
- 10.4 The Customer shall not be entitled to postpone an Exam delivered through the Portal or by any other electronic means once it has been accessed by the Delegate.
- 10.5 In the event that the Customer postpones an Exam in accordance with Condition 10.3 of this Section F, IRPM shall be entitled to charge the Customer as an Additional Charge for any subsequent price increase in relation to the Exam.

11. LIMITATION OF LIABILITY

- 11.1 Except as expressly and specifically provided in these Conditions:
- (a) the Customer assumes sole responsibility for results obtained from the use of the Deliverables by the Customer, and for conclusions drawn from such use. IRPM shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to IRPM by the Customer in connection with the Deliverables, or any actions taken by IRPM at the Customer's direction;
 - (b) any information provided as part of the Deliverables, including but not limited to attendance at a Course or Exam, does not constitute professional advice and is for educational purposes only. Information provided as part of the Deliverables is not a substitute for advice on the specific circumstances of the Customer or Delegate or for the exercise of appropriate judgement, skill and care. Whilst every effort has been made to ensure that information provided as part of the Deliverables is accurate and up-to-date, IRPM accepts no responsibility for any acts or omissions in relation to property management or any other subject matter of the Deliverables in whatever form;
 - (c) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by Applicable Laws, excluded from the Contract; and
 - (d) the Deliverables are provided to the Customer on an "as is" basis.
- 11.2 Subject to Condition 11 of Section A and Condition 11.1 of this Section F, IRPM's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the greater of:



- (a) £10,000; or
- (b) the Price.



SECTION G – EMPLOYER PORTAL

SPECIFIC TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Section G the following words and expressions have the following meanings unless inconsistent with the context:

“Employer Portal”	the portal hosted by IRPM at www.iprm.org.uk/employer-portal/ and providing access to information regarding Members;
“Member”	any individual IRPM member who is employed by the Customer;
“Member Information”	any information which IRPM provides about a Member through the Portal;
“Virus”	any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices; and
“Vulnerability”	a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability.

2. USE OF THE EMPLOYER PORTAL

2.1 IRPM shall host the Employer Portal for the Term, unless this Contract is terminated earlier in accordance with any of the terms of this Contract.

2.2 The Customer acknowledges that IRPM is responsible for hosting the Employer Portal only, and shall have no obligation to the Customer in respect of providing any specific or additional information about a Member.

2.3 The Customer may:

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- (a) access the Employer Portal from a location other than their principal place of work provided that this is during the Term;
- (b) copy any part of the Member Information or the Employer Portal where such copying is an incidental result of accessing the Employer Portal;
- (c) copy any part of the Member Information which is identified as available for download, provided that such copies are deleted on expiry of the Term; and
- (d) print any part of the Member Information which is made available in a PDF or otherwise print-ready format, provided that the Customer prints only the minimum number of copies reasonably necessary and that such copies are destroyed on expiry of the Term.

2.4 The Customer shall not:

- (a) copy any Member Information or other information provided through the Employer Portal except where permitted in accordance with Condition 2.3 of this Section G;
- (b) access, store, distribute or transmit any Viruses, or any material during the course of its use of the Employer Portal that:
 - (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (ii) facilitates illegal activity;
 - (iii) depicts sexually explicit images;
 - (iv) promotes unlawful violence;
 - (v) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability;
 - (vi) is otherwise illegal or causes damage or injury to any person or property; or
 - (vii) may cause, or be likely to cause, any damage to or have an adverse impact on, IRPM's reputation, Intellectual Property Rights or goodwill;
- (c) 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 the Contract:
 - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Employer Portal in any form or media or by any means; or



- (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Employer Portal;
- (d) access all or any part of the Employer Portal in order to build a product or service which competes with the Employer Portal;
- (e) make copies or print any part of the Employer Portal save as expressly permitted under this Contract;
- (f) use the Employer Portal to provide services to third parties;
- (g) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Employer Portal available to any third party;
- (h) attempt to obtain, or assist third parties in obtaining, access to the Employer Portal;
or
- (i) introduce or permit the introduction of, any Virus or Vulnerability into IRPM's network and information systems.

and IRPM reserves the right, without liability or prejudice to its other rights, to disable the Customer's access to the Employer Portal in the event that the Customer breaches the provisions of this Condition 2.4 of this Section G.

3. PAYMENT

- 3.1 IRPM shall provide access to the Employer Portal without charge to the Customer, provided that if the Customer fails to pay any amounts due under this Contract or any other contract between the Customer and IRPM, IRPM reserves the right, without prejudice to its other rights, to disable the Customer's access to the Employer Portal.

4. LIMITATION OF LIABILITY

- 4.1 Except as expressly and specifically provided in these Conditions:
- (a) the Customer assumes sole responsibility for results obtained from the use of the Employer Portal by the Customer, and for conclusions drawn from such use. IRPM shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to IRPM by the Customer in connection with the Deliverables, or any actions taken by IRPM at the Customer's direction;
 - (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by Applicable Laws, excluded from the Contract; and
 - (c) the Deliverables are provided to the Customer on an "as is" basis.



- 4.2 Subject to Condition 11 of Section A and Condition 4.1 of this Section G, IRPM's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to £10,000.

