

TOMORROW BEGINS TODAY



NatWest

Terms and Conditions

Employment Law & HR, Health & Safety and Environmental Management services including legal protection insurance

Introduction

This booklet sets out the terms and conditions relating to the packaged Employment Law & HR, Health & Safety and Environmental Management services offered by NatWest Mentor. It should be read and understood by customers as it will form part of any contract with NatWest Mentor together with the terms of a Signed Order Form.

The packaged Employment Law & HR, Health & Safety and Environmental Management services includes legal protection insurance provided to you by AmTrust Europe Limited. Details relating to the levels of this insurance are set out in the policy summary within this booklet and full details will be provided in your Welcome Pack.

Please note that NatWest Mentor is not providing you with a personal recommendation as to whether the cover provided is suitable for your specific needs. Depending on the type of cover, the insurance provided by NatWest Mentor meet the demands and needs of businesses that wish to ensure that they have protection against the cost of:

- professional fees to defend employment disputes and any awards of compensation in respect of employment disputes;
- professional fees to defend prosecutions for breaches or alleged breaches of certain Health & Safety laws;
- professional fees to defend prosecutions for breaches or alleged breaches of environmental legislation.

Health & Safety Disclaimer

Mentor provide Health & Safety Consultancy services across a large spread of industry sectors, enabling customers to access significant expertise and experience through a range of different service levels.

It is a fact that UK Health & Safety legislation places the onus on employers to comply with all Health & Safety legislation and that in the worst cases of non-compliance, failure to do so will result in a criminal prosecution.¹

Similarly, it is the duty of every employer to appoint one or more competent persons to assist the business in undertaking the measures needed to be taken to comply with UK Health & Safety and Fire Safety legislation. A competent person can be an employee of the business or a nonemployee, such as a Consultant, or a mixture of both.²

Through the experience, knowledge and expertise of the Mentor Health & Safety Consultancy Service we will assist you and your business in seeking to discharge your legal duties and be legally compliant, however, it is vitally important that every employer recognises that the duty to comply with Health & Safety and Fire Safety legislation is non-delegable. This means that whilst Mentor can and will assist your organisation in so many ways in seeking to be legally compliant, the law states that legal responsibility for compliance must ultimately rest with the employer.³

There may be occasions where your Consultant recommends the need to use our Additional Consultancy Services or those of a third party, due to the highly specialist nature of the advice required and/or legal requirement for a specialist competency, however, such circumstances are infrequent and your Consultant will bring this to your attention. Examples include (please note this is a non-exhaustive list):

- Asbestos Removal advice
- Noise Control
- Excavations and trench works
- Thorough examination of lifting equipment
- Confined spaces work (Other than general guidance)
- Gas Supply
- Biocides

¹ Section 40 Health & Safety at Work etc. Act 1974

² Regulation 7 - The Management of Health and Safety at Work Regulations 1999

³ Regulation 21 - The Management of Health and Safety at Work Regulations 1999

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Mentor Contact Information

110 Queen Street
Glasgow
G1 3BX

Tel: 0800 634 7001

Customers with hearing and speech impairments
can contact us by Relay UK: 18001 0800 634 7001

Email: info@mentor.uk.com
natwestmentor.co.uk

About Our Insurance Services

1. THE FINANCIAL CONDUCT AUTHORITY (FCA)

The FCA is the independent watchdog that regulates financial services. Use this information to decide if our services are right for you.

2. WHOSE PRODUCTS DO WE OFFER?

- We offer products from a range of insurers
- We only offer products from a limited number of insurers
- We only offer products from a single insurer for legal protection insurance.

3. WHICH SERVICE WILL WE PROVIDE YOU WITH?

- We will advise and make a recommendation for you after we have assessed your needs.
- You will not receive advice or a recommendation from us for legal protection insurance. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.

4. IN WHOSE CAPACITY DO WE ACT?

We act on behalf of the insurer in relation to the legal protection insurance policy with you.

5. WHAT REMUNERATION DO WE RECEIVE FOR OUR SERVICES?

We do not receive any fee or commission from either you or the insurer in exchange for arranging this legal protection insurance.

We pay a premium to the insurer as part of arranging a Group Insurance Policy for all of our customers who purchase a packaged Employment Law & HR, Health & Safety and Environmental Management service. The cost of your insurance cover is included in the overall package price.

6. WHO REGULATES US?

National Westminster Bank Plc, registered in England and Wales with company number 929027 and registered office at 250 Bishopsgate, London EC2M 4AA, trading as NatWest Mentor, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Financial Services Register number is 121878.

Our permitted business includes assisting in the administration and performance of a contract of insurance. We are an insurance intermediary.

You can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768. Relay UK 18001 0800 111 6768.

7. WHAT TO DO IF YOU HAVE A COMPLAINT

If you wish to register a complaint, please contact us:

In writing,
Mentor Complaints Centre
1st Floor, 10 Brindley Place
Birmingham, B1 2TZ

By phone: 0345 835 0035

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

8. ARE WE COVERED BY THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)?

Your eligible insurance cover with National Westminster Bank Plc trading as NatWest Mentor is protected by the Financial Services Compensation Scheme (FSCS). An FSCS Information Sheet and list of exclusions will be provided to you on an annual basis and is also available on our website at www.natwest.com/fscs.

For details of eligible insurance cover please visit our website.

For further information about the compensation provided by the FSCS, refer to the FSCS website at www.FSCS.org.uk

For more information

Please call Mentor on 0800 634 7001
Relay UK 18001 0800 634 7001

Legal Protection Insurance Summary

Mentor arranges a Group Insurance **Policy** providing for certain legal protection Claims as a part of its packaged Employment Law & HR, Health & Safety and Environmental Management.

The following is a summary of the protection that is provided as long as all conditions of any agreement with **Mentor** are followed.

The cover that applies to Your agreement will be shown in **Your Evidence of Insurance Schedule**.

You are not party to the insurance contract which is solely between **Mentor** and the **Insurer**.

IMPORTANT INFORMATION ABOUT THE INSURANCE COVER

This document is a summary only and does not detail the full terms and conditions of the legal protection insurance group policy ("**Policy**"). Full details of the **Policy** terms and conditions can be found in the Policy document in **Your** Welcome Pack. Terms not otherwise defined in this summary have the meaning given to them in the **Policy** terms and conditions. All words in bold starting with a capital letter have the meanings attributed to them in the **Policy**

WHO IS PROVIDING THIS INSURANCE?

The name of the **Insurer** is AmTrust Europe Limited, whose registered office is at Market Square House, St James's Street, Nottingham NG1 6FG, The **Insurer** is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 202189. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768 Relay UK 18001 0800 111 6768

SIGNIFICANT FEATURES AND BENEFITS

The **Policy** is a "before-the-event" legal protection insurance policy. This means that the insurance only covers **Claims** which both occur and are notified during the **Period of Cover** as shown on **Your Evidence of Insurance Schedule** which will be issued to **You** annually (and in the case of existing **Customers**, on each anniversary) as part of **Your Mentor Services Agreement** and will exclude any event which has already taken place prior to the start of the first **Period of Service** which may result in an actual or potential dispute.

In order to obtain cover **You** must consult and follow **Mentor's** advice and procedures when dealing with specific incidents and the **Claim** must enjoy reasonable prospects of success.

WHAT IS COVERED BY THE LEGAL PROTECTION INSURANCE

Subject to the services **You** have purchased from **Mentor** and shown in **Your Evidence of Insurance Schedule** within **Your Mentor Services Agreement**, **You** may benefit from cover for

- a) **Professional Fees** incurred in defending legal proceedings against **You** in respect of an **Employment Dispute**, breach of legislation for health & safety or environmental protection.
- b) **Awards of Compensation** ordered by an Employment Tribunal or negotiated employment settlements, where **You** are represented by **Mentor**

SUMMARY OF COVERS:

Employment Protection

- 1) **Professional Fees** incurred in defending legal proceedings against **You** by an Employee in respect of an Employment Dispute or a breach of employment related legislation
2. Awards of Compensation ordered by an Employment Tribunal or employment settlements negotiated by **Mentor** against **You** in respect of an Employment Dispute or a breach of employment-related legislation where **You** are represented by **Mentor**

Health and Safety Protection

- 1) **Professional Fees** incurred in defending a prosecution for breach or alleged breach of:
 - Health and Safety at Work and Occupational Hygiene legislation including the Health and Safety at Work Act 1974 and their supporting Regulations
 - Laws on food safety, hygiene and food legality including the Food Safety Act 1990
 - Laws on occupational hygiene including COSHH and CHIP regulations
 - Laws on supply of safe goods including the Consumer Protection Act 1987 the Food Safety Act 1990 and the Health and Safety at Work Act 1974
 - The Carriage of Dangerous Goods Regulations provided that **You** are contracted to **Mentor** to provide a Dangerous Goods Safety Advisor as requested by the Transport of Dangerous Goods (Safety Advisors) Regulations 1999
 - The Regulatory Reform (Fire Safety) Order 2005 and the Fire (Scotland) Act 2005
 - Corporate Manslaughter and Corporate Homicide Act 2007
- 2) **Professional Fees** incurred in an appeal against the service of an Improvement Notice or a Prohibition Notice under the Health and Safety at Work Act 1974 and their supporting Regulations.

ENVIRONMENTAL PROTECTION

Professional Fees incurred in defending a prosecution for breach or alleged breach of Environmental legislation or environmental regulation in the UK brought about by private or public authorities including, but not limited to, water, sewage or drainage companies, local authorities, Environment Agency and Scottish Environmental Protection Agency (SEPA).

The amount of cover provided

- a) there is a limit per **Claim** (or series of events linked by time or cause); and
- b) there is a maximum aggregate for all **Claims**, per **Period of Cover** subject to an inner limit for **Professional Fees**.

The amounts are shown in the **Evidence of Insurance Schedule** within **Your Mentor Services Agreement** issued annually, as follows:

Employment Protection: £1,000,000 Any One Claim £1,000,000 per Period of Cover	Health & Safety Protection: £100,000 Any One Claim £500,000 per Period of Cover
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Environmental Protection: £50,000 Any One Claim £500,000 per Period of Cover

CONDITIONS PRECEDENT

In order to make a **Claim** under this **Policy**, **You** must meet the following conditions at the time of the event giving rise to the **Claim**, at the time the **Claim** is made and, if the **Claim** is a continuing **Claim**, at all times during the duration of the **Claim**:

- i) **You** have a current valid **Mentor Services Agreement** for the provision of compliance services under the relevant insuring clause. See **Special Conditions**
- ii. **Your** annual wageroll does not exceed £10,000,000, where **Your** annual wageroll exceeds £10,000,000 the **Insurer** must have approved **You** to be issued with an **Evidence of Insurance Schedule**. See **Special Conditions**
- iii. **You** have complied with any **Audit Recommendations** advised by **Mentor**. See **Special Conditions**
- iv. **You** have sought and followed all the advice from **Mentor** and have received and followed specific authorisation as to the procedure to be adopted when dealing with **Special Conditions – Advice & Authorisation Procedures**
- v. It is always more likely than not that **You** will successfully defend the legal action, however, if following receipt of details of the **Claim**, **Mentor** and/or their **Authorised Representative** decide that:
 - a) prospects of success are less than 50%; or
 - b) it would be better to take a different course of action;**Mentor** will inform **You** in writing giving reasons why they cannot continue with the **Claim**. Once **You** have been informed, **Insurers** will not be liable for any further **Professional Fees**. See **Special Conditions** and **5 Conditions to the Insuring Clauses**
- vi) **You** must notify **Your Claim** with 7 days of becoming aware of any cause, event or circumstance which has given or a reasonable person would consider may give rise to investigation, dispute, or legal proceedings See **Special Conditions** and **Notification of Claims**
- vii. **Mentor** must provide their consent to incur **Professional Fees**. See **Consent**
- viii. **You** must give the **Authorised Representative** and **Mentor** all necessary help and information including a complete and truthful account of the facts of the case and all relevant documentary or other evidence in the **Customer's** possession. See **Disclosure & Co-operation**

- ix. You have complied with the terms of the **Mentor Services Agreement** and **Special Conditions**

SPECIAL CONDITIONS

The **Insurer** will only agree to cover the **Claim** if **You** have:

- 1) a valid **Mentor Services Agreement**;
2. an annual wageroll not exceeding £10,000,000 or where annual wageroll exceeds £10,000,000 the **Insurer** has approved **You**;
3. paid the **Mentor Services Agreement** fee;
4. taken all reasonable precautions to prevent or minimise **Claims** and complied with all statutory requirements and regulations imposed by any authority;
5. followed the **Audit Recommendations** in any audit conducted by **Mentor**;
6. followed the **Advice & Authorisation Procedures** as shown in this **Policy**;
7. notified the **Claim** during **Your Period of Cover** to **Mentor** in accordance with the provisions of this **Policy**;
8. appointed **Mentor** or an **Authorised Representative** appointed and approved by **Mentor**;
9. at least 50% prospects of achieving a successful result as determined by **Mentor** and/or their **Authorised Representative**; and
10. not acted outside the terms of the Mentor Services Agreement or this **Policy** in relation to any matters giving rise to the **Claim**.

ADVICE & AUTHORISATION PROCEDURES

Employment Disputes

There will be no cover under this **Policy** unless **You** have sought and followed advice from **Mentor** as to the procedure to be adopted and have received specific authorisation from **Mentor**:

- 1) prior to carrying out any disciplinary procedure or action or suspension of an **Employee**;
2. prior to dismissal of an **Employee**;
3. prior to instituting a redundancy programme and prior to making an **Employee(s)** redundant;
4. upon notification formally or informally of a grievance from an **Employee**;
5. upon notification formally or informally of a complaint relating to discrimination, victimisation or harassment because of age, disability, gender reassignment, marriage/civil partnership, pregnancy/maternity, race, religion or belief, sex or sexual orientation;
6. upon notification formally or informally of a disclosure of information by an **Employee** that could potentially amount to a qualifying disclosure or following an allegation from an **Employee** that a disclosure has been made;
7. prior to any adverse variation or proposed adverse variation of the terms and conditions of employment (including altering the hours or time or place worked or demotion or deduction from or reduction in an **Employee's** remuneration);

8. immediately an **Employee** walks out with or without written notice;
9. upon receipt of an appeal from an **Employee** against a decision taken as a result of a disciplinary or grievance procedure or retirement procedure or a decision to dismiss or if an **Employee** appeals against any other workplace decisions (e.g. against refusal of a flexible working request); and
10. arising out of or in connection with any business transfer or purported business transfer falling within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Acquired Rights Directive.

Health and Safety Prosecutions

There will be no cover under this **Policy** unless **You** have sought and followed advice from **Mentor** as to the procedure to be adopted and have received specific authorisation from **Mentor** on:

1. becoming aware of an event which could lead to a prosecution being brought under environmental legislation or environmental regulation; or
2. being contacted by the Police or any enforcing authority informing **You** of an intention to prosecute or to question or interview **You** about an alleged offence, or event which could result in an offence being committed.

Environmental Prosecutions

There will be no cover under this **Policy** unless **You** have sought and followed advice from **Mentor** as to the procedure to be adopted and have received specific authorisation from **Mentor** on:

1. becoming aware of an event which could lead to a prosecution being brought under environmental legislation or environmental regulation; or
2. being contacted by the Police or any enforcing authority informing **You** of an intention to prosecute or to question or interview **You** about an alleged offence, or event which could result in an offence being committed.

The **Insurers** do not accept responsibility if the **Mentor** services are unavailable for any reason.

SIGNIFICANT EXCLUSIONS OR LIMITATIONS

All exclusions and limitations are set out in the full terms and conditions of the **Policy**.

The main ones are as follows:

Exclusions – The Insurer will not pay any claim caused by or attributable to:

- any **Claim** or dispute made, brought or commenced outside the **Territorial Limits** (What is not Covered 3.c.)
- any **Claim** arising as a result of **Your** failure to consult with and then follow with due diligence, the advice and procedures provided by **Mentor** (What is not Covered 4.e and 4.f.)
- any **Insured Event** reported more than 7 days after its **Date of Occurrence** unless **Mentor** confirm that the position of the **Insurer** is not prejudiced in any way (What is not Covered 1.a.)
- an **Insured Event** reported outside of the **Period of Cover** (What is not Covered 1.b.)

- any action taken without the prior approval of **Mentor** (What is not Covered 4.f. and General Conditions, Consent)
- any legal costs, awards or settlements incurred without the prior approval of **Mentor** (What is not Covered 5. and 7.)
- any benefit or payment under **Your** contractual obligations under an employment contract (What is not Covered 10. and 11.e.)
- fines, damages or other penalties imposed by any enforcing authority, court or tribunal (What is not Covered 8.)
- any award:
 - relating to or arising from Trade Union activities including membership or non-membership (What is not Covered 11.a.)
 - made because of the failure to provide written reason for dismissal (What is not Covered 11.b.)
 - specified in a re-instatement or re-engagement order (What is not Covered 11.c.)
 - to the extent that they relate to contractual rights accruing to the **Employee** prior to the actual or alleged breach of the actual or alleged contract of employment (What is not Covered 11.d.)
 - fine, damages, redundancy payment, compromise agreement or any monies due or properly payable arising under or from an **Employee's** contract of employment, service agreement, share option scheme, pension scheme or any employment related document or from any related implied or incorporated term of a contract of employment (What is not Covered 11.e.)

Limitations – The Insurer will not provide any insurance cover under the Policy:

- in respect of any **Claim** where the cause, event or circumstance occurred prior to the start of **Your Period of Service** or is outside of the course of **Your Normal Business Activity** (What is Covered)
- any awards or **Settlements** where **Mentor** are not instructed to provide representation (What is Covered 1B. Employment Awards of Compensation)
- in relation to any **Claim** accepted by **Mentor**, failure to cooperate with or follow the advice of the allocated **Appointed Representative** during the process of managing the **Claim** (General Conditions, Disclosure and Co-operation)
- all relevant facts, information and evidence in relation to the **Claim** has not been disclosed, so as to enable **Mentor** and/or the **Insurer** to make a fair assessment of the prospects of success (General Conditions, Disclosure and Co-operation)
- You fail to co-operate at all or within a reasonable time with **Mentor** or the **Authorised Representative** request. You must give **Mentor** and the **Authorised Representative** all necessary help and information including a complete truthful account of the facts of the case and all relevant documentary or other evidence in **Your** possession. **You** must search for, provide, obtain, sign or execute all documents as required by the relevant court or tribunal rules or as recommended by the **Authorised Representative** and attend all meetings or conferences as requested (General Conditions, Disclosure and Co-operation)
- occurred where **You** deliberately avoiding a payment or liability under statutory requirements (What is not Covered 11.f.)
- a **Claim** is fraudulent (General Conditions, Fraudulent Claims)

DURATION OF THE INSURANCE COVER

Cover remains in force while **You** have a valid **Mentor Services Agreement**. The date of commencement and expiry of cover is specified in the **Evidence of Insurance Schedule** issued with **Your Mentor Services Agreement**.

GOVERNING LAW

The **Policy** shall be construed in accordance with English law.

MAKING A CLAIM

A **Claim** under the **Policy** should be notified to **Mentor** as soon as possible but within 7 days of the **Date of Occurrence**, in accordance with the **Policy** terms and conditions.

IMPORTANT PROCEDURE FOR EMPLOYMENT DISPUTES

If a Form ET1 is received from an Employment Tribunal or a claim from any court in relation to an **Employment Dispute**, **You** must notify **Mentor** and submit copies of all Employment Tribunal or court papers together with any supporting documentation immediately and in any event within 7 (seven) days of receipt. Failure to do so may prejudice **Your** position and may invalidate the **Claim** under the **Policy**.

Mentor Services	Tel: 0800 634 7000
110 Queen Street	Relay UK 18001 0800 634 7000
Glasgow	Email: litigation@mentor.uk.com
G1 3BX	

CANCELLATION RIGHTS

The **Insurer** may cancel **Your** entitlement to cover under the **Policy**:

- by giving six months' notice in writing
- if there is a breach any of the general conditions of the **Policy**
- if **Mentor** advises it is more likely than not that **Your Claim** will lose and the claim is continued without consent if **You** reject a **Settlement** offer that **Mentor** advise of and the **Claim** is continued without consent
- if **You** make a fraudulent **Claim** or request for payment under the **Policy**

You do not have any right to cancel the **Policy** and **Your** cover benefit will remain active for as long as **Your Mentor Services Agreement** remains active.

Cancelling **Your Mentor Services Agreement** will result in immediate cancellation of **Your** entitlement to cover under the **Policy**.

To exercise the right to cancel **Your Mentor Services Agreement** **You** must give written notice to **Mentor** under the **Mentor Services Agreement – Termination Clause**.

Contact **Mentor Services** at:-

110 Queen Street	Tel: 0800 634 7001 Relay UK
Glasgow	Relay UK 18001 0800 634 7001
G1 3BX	Email: info@mentor.uk.com

If **Your** entitlement cover under the **Policy** is cancelled, then the **Insurer** will not be liable to pay any costs incurred after the date of cancellation.

COMPLAINTS PROCEDURE

If You have a complaint about the Policy

Should **You** have a query or complaint regarding the administration or **Claims** under the **Policy**, **You** should address **Your** complaint to::

MentorComplaints Centre

1st Floor, 10 Brindley Place

Birmingham,

B1 2TZ

Tel: 0345 835 0035

Relay UK 18001 0345 835 0035

Email: mentor.complaints@mentor.uk.com

Mentor will contact **You** within five days of receiving the complaint to inform **You** of what action **Mentor** are taking. **Mentor** will try to resolve the problem and give **You** an answer within four weeks. If it will take **Mentor** longer than four weeks **Mentor** will tell **You** when **You** can expect an answer.

If **Mentor** have not given **You** an answer in eight weeks, or **You** are not satisfied with the suggested resolution, **You** may be able to take **Your** complaint to the Financial Ombudsman Service for review.

You may contact the Financial Ombudsman Service:

The Financial Ombudsman Service

Exchange Tower

London, E14 9SR

Tel: 0800 023 4567 or 0300 123 9123

Relay UK 18001 0800 023 4567 or

18001 0300 123 9123

Email: complaint.info@financial-ombudsman.org.uk

The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if the **Insurer** cannot meet its obligations. Further information is available from the Financial Conduct Authority or the FSCS. The FSCS can be visited on the internet at: www.fscs.org.uk or be contacted on 020 7892 7300 Relay UK 18001 020 7892 7300.

This complaints procedure does not affect any legal right **You** have to take action against the **Insurer**.

You can check the above details on the Financial Services Register by visiting the FCA website: www.fca.org.uk/register/ or by contacting the FCA on 0800 111 6768 Relay UK 18001 0800 111 6768

DATA PROTECTION

If any personal data is collected it will be handled in accordance with the Data Protection Act 2018

AmTrust Europe Limited, whose registered office is at Market Square House, St James's Street, Nottingham, NG1 6FG, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 202189. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk/register.

Terms Forming Part of The Contract between NatWest Mentor and You

In this contract:

“Allocated Visits” means the number of visits We will provide to You as part of Our Packaged Services as set out in the Service Description Document.

“Authorised Person” means the Main Contact for the first named business of a Group Service as set out in the Order Form.

“Consultancy Service(s)” means any consultancy services selected by You which are not part of Our Packaged Services as set out in the Services Required section of the Order Form and confirmed in the Service Description Document;

“Data Protection Laws” means all laws and regulations of the European Union and the United Kingdom applicable to the processing of personal data under or in connection with this Agreement;

“days” means calendar days;

“Group Service” means a group of related businesses, which has contracted with Us, the Services under which are to be used or shared by the group, or any of its individual businesses;

“Insurer” means AmTrust Europe Limited, Market Square House, St James’s Street, Nottingham NG1 6FG;

“Legal Protection” means the insurance cover to be provided to You subject to the terms and conditions of the Policy which is arranged by Us with the Insurer;

“month” means calendar month;

“Order Form” means the Mentor order form completed by You (electronically or otherwise) and accepted by Us, which sets out the Services requested by You;

“Packaged Services” means one or more of Our pre-defined packaged services set out in Our marketing brochure and set out in the Services Required section of the Order Form and confirmed in the Service Description Document;

“Policy” means the group insurance policy provided by the Insurer for the Legal Protection cover;

“Service(s)” means the service option or options selected by You in the Mentor Services Required section of the Order Form and includes Packaged Services, Training Services and Consultancy Services;

“Service Description Document” means the document which sets out the Services We will provide to You under this contract;

“Training Services” means any training services selected in addition to our Telephone Advice Service and Consultancy Services as set out in the Services Required section of the Order Form and confirmed in the Services Description Document;

“Wageroll” means the gross amount of money You pay to Your employees in a financial year;

“We, Our and Us” means National Westminster Bank Plc, company number 929027 with its registered office at 250 Bishopsgate, London EC2M 4AA, trading as NatWest Mentor, whose offices are at 110 Queen Street, Glasgow G1 3BX, including any of its servants, agents, employees and subcontractors from time to time;

“You and Your” means the business(es) or company(ies) named in the customer details section of the Order Form.

1 COMMENCEMENT AND TERM OF THIS CONTRACT

- (a) This contract comes into effect on the date on which the Order Form is signed or otherwise accepted, including electronically, by both parties (if signed or accepted on different dates, on the later date). The Order Form may specify separate commencement dates for different services hereunder. The initial term of this contract will be as specified on the Order Form (Initial Period). The Initial Period shall not apply to any Consultancy Services or Training Services.
- (b) After the Initial Period, the Packaged Services will continue on an indefinite basis subject to termination by either You or Us giving no less than 3 months’ prior written notice to the other except where clauses 5(d) and 5(e) apply. Any Consultancy Service or Training Service ends (and ceases to be covered by this contract) with the complete provision to You of all deliverables as set out in the Order Form or the Services Description Document. If You have any follow-up questions after completion, the terms of this contract, including but not limited to the provision on intellectual property and limitation of liability, shall also cover Our responses to such follow-up questions.
- (c) By entering into this contract, You acknowledge that you have read and understood the terms of the Policy and agree to be bound by the Policy with respect to the Legal Protection. The terms of the Policy are incorporated into this contract in full by reference. In case of any conflict between the terms of this contract and the Policy with respect to the Legal Protection, the terms of the Policy will prevail. The Legal Protection will continue until the termination of this contract in accordance with the provisions set out herein or the Policy in accordance with the terms and conditions set out therein.

2 SERVICES

- (a) We will provide the Services as set out in the Order Form and as described in more detail in the Service Description Document. We reserve the right to make reasonable amendments to the Services as specified in the Service Description Document from time to time provided that We will notify You in writing in advance.
- (b) You may request, by notice in writing to Us, to vary Your selection of Services. If We agree to vary Your selection of Services any necessary adjustments to the costs, based on current applicable rates, will be discussed with You and confirmed in writing.
- (c) If You do not use any of Your Allocated Visits within the 12 month period specified in the Service Description Document, You may roll forward a maximum of one Allocated Visit to be used in the immediately following 12 month period. If You fail to use the Allocated Visit in the second 12 month period, Your right to use this Allocated Visit will lapse.

3 TRAINING SERVICES

- (a) The following clause (b) applies to both public and in-house Training Services.
- (b) Unless otherwise agreed, payment for each course must be received before

the start date of the course or within 30 calendar days of invoice date, whichever is the sooner. We accept payment by credit/debit card, Direct Debit or cheque.

- (c) The following clauses (d) to (h) apply to public Training Services.
- (d) We are happy to accept a change in delegate name if the original training course delegate cannot attend the course. Should the training course delegate fail to attend a course, the full course fees are payable.
- (e) All cancellations, requests to transfer courses or course dates or changes in delegate names must be confirmed in writing by You to Us, either by e-mail to mentorlearn@mentor.uk.com, or by letter and will be acknowledged by Us in writing.
- (f) We reserve the right to cancel a course at any time and offer an alternative date, a credit or a refund without any liability. Programmes are correct at the time of going to print; however, alterations may occasionally be necessary due to circumstances beyond our control.
- (g) Courses, including any substitute course, must be taken within 12 months of the initial booking date.
- (h) If You cancel a booking 29 or more days before the course date, We reserve the right to charge an administration fee of £30. If You have already paid for the booking, You will receive a refund of the full course fee less the administration charge of £30. If You cancel a booking between 15 (inclusive) and 28 days (inclusive) before the course date, We will charge 50 percent of the course fee. If You have already paid for the booking, You will receive a refund of 50 per cent of the course fee. If You cancel a booking 14 days or less before the course date, We will charge You the full course fee. If You have already paid for the booking, You will not receive a refund. You should consider attendance by a replacement delegate. Changing the course date always amounts to a cancellation of the old booking and a new booking for the new date.
- (i) The following clauses (j) to (l) apply to in-house Training Services.
- (j) Any cancellation of a course booking must be requested 15 or more days before the course date, otherwise we will charge 50 percent of the course. If You have already paid for the booking, You will receive a refund of 50 per cent of the course fee.
- (k) If You wish to rebook the course instead of cancelling, You must either agree a new course date upon rebooking or request that You may defer agreement of a new date for up to 12 months. If You have not agreed a date with us within 12 months of the initial course date, We will refund any course fees already paid by You.
- (l) You will be responsible for the provision of the venue and any required facilities or refreshments.

4 CONSULTANCY SERVICES

- (a) This clause 4 applies to Our Consultancy Services.
- (b) You confirm that You are authorised to purchase Consultancy Services.
- (c) If You cancel a Consultancy Service, You will be charged for all work carried out to date at the applicable rates as set out in the Order Form.
- (d) All cancellations and requests for variations must be confirmed in writing, either by email or by letter.

- (e) Payment terms are as set out in Clause 5 below. If payment of the Consultancy Services is a one-off payment upon completion of the work and the Consultancy Services take longer than 30 days to complete. We may issue an interim invoice and require payment for work carried out to date.
- (f) We may charge You for any consultancy staff time spent as a result of any delays caused in delivery of the services due to any act or omission by You.

5 PAYMENT TERMS

- (a) The sums payable by You to Us for the Services will be as set out in the Order Form. All prices are exclusive of VAT. If the service is subject to VAT then an additional VAT charge will be made at the applicable rate.
- (b) You will pay Us the payments for the Services as set out in the Order Form by Direct Debit or as otherwise set out in the Order Form. If payments are made monthly, the first payment is to be paid in the month following the start date of the contract. If payment is being made in full, payment must be received within 30 days following the date of the invoice.
- (c) At the end of the Initial Period and annually thereafter, the costs paid by You to Us will be subject to a review. We will notify You of any revised costs at least 30 days before the end of the Initial Period and 30 days before each contract anniversary thereafter.
- (d) You may terminate this contract or any part of the Services at the end of the Initial Period or, when We confirm Your monthly cost following annual review, before the next following contract anniversary.
- (e) You can terminate at either time under clause 5(d) provided all costs covering the Initial Period and existing year are paid in full and You tell Us that You want to terminate before the end of the Initial Period or in the case of a price review, You tell Us between Us providing the new price quote to You and the next contract anniversary date. If no notification is received then this contract will automatically continue in accordance with clause 1(b).
- (f) Where this is a Group Service, the term “You” in this clause 5 refers to the first named business in the Order Form. The first named business will be responsible for payment for all Services.

6 ANNUAL DECLARATION

- (a) This clause 6 relates to the Packaged Service(s) only.
- (b) No later than 14 days prior to each anniversary of the commencement date of this contract You will complete an annual declaration in such form as shall be required by Us.
- (c) In addition to Our rights in clause 5(c), if your gross annual Wageroll and/or number of employees on the declaration has increased by more than 20% or decreased by more than 30% from the figures shown on the previous year’s declaration, then We reserve the right to increase or decrease Our monthly charges. Full details of the Insurer and the Legal Protection cover will be provided separately.
- (d) We are entitled to change the Insurer provided that We notify You and that any new arrangements provide You with similar cover. Where We are changing the Insurer, You authorise Us to cancel Your existing cover if necessary and provide You with cover insured by the new insurer, unless You notify Us in writing otherwise before the new arrangement starts.

7 GROUP SERVICES

- (a) The following additional clauses (b)-(g) apply where You have a Group Service.
- (b) Only the businesses named in the Customer Details section of the Order Form or as amended in writing from time to time may use the Services.
- (c) Only the Authorised Person may make changes to the Group Service.
- (d) The Authorised Person can add or remove businesses during the term of the Contract at which point we will review the price.
- (e) If the first named business set out in the Order Form ceases to be party to the Group Service by virtue of clause (d) above, or otherwise, then a “new” first named business and Authorised Person will be agreed between You and Us.
- (f) All businesses listed in the Customer Details section of the Order Form agree and consent to NatWest Mentor sharing and making available all data and information to all of those other businesses listed in the Customer Details Section of the Order Form (as updated from time to time).
- (g) By entering into this Contract You confirm that as at the date of the Contract there is no conflict of interest between the businesses. You also agree to inform Us if a conflict of interest arises at any time. If a conflict of interest arises, We will discuss with You continuing support for one business only, and adjust the price of the Services accordingly.

8 INTELLECTUAL PROPERTY

- (a) All intellectual property rights (including copyright) in any materials provided by Us to You as part of the Services belong to Us. You must not use, sell, copy or amend Our materials in whole or in part without Our prior written consent.
- (b) If You request Us to use, or incorporate any material into, any material provided by You, You warrant that the proposed use or incorporation thereof into such material does not breach any third party’s intellectual property rights.

9 LIABILITY

- (a) Our total liability under or in connection with this contract, including liability (whether in contract, tort or otherwise howsoever) for all acts and omissions by Us, including acts or omissions of Our employees, agents and subcontractors is limited in each contract year to the sum payable by You under this contract in the relevant contract year as set out in the Order Form.
- (b) We shall not be liable to You, whether in contract, tort (including negligence) breach of statutory duty or otherwise, for:
 - (i) loss of profit;
 - (ii) loss of goodwill; or
 - (iii) any indirect, consequential loss arising under or in connection with this contract.
- (c) We shall not be liable for any losses arising from You providing incorrect or insufficient information or failing to provide necessary information in connection with the Services provided to You.
- (d) All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, hereby excluded.
- (e) Nothing in this contract shall limit or exclude Your or Our liability:
 - (i) for death or personal injury caused by Your or Our negligence;
 - (ii) for any fraud or fraudulent misrepresentation;
 - (iii) to the extent such limitation or exclusion is not permitted by law.

- (f) To the extent that Our staff, consultants or trainers are working at Your premises, You will ensure the health and safety of Our staff, consultants or trainers. You will indemnify Us and keep Us indemnified against all losses, damages and expenses incurred or suffered by Us in connection with any and all claims made in respect of any injury, death or loss suffered by Our staff, consultants or trainers, including loss of or damage to property, while working at Your premises. If requested by Us, You are obliged to provide evidence in writing of sufficient insurance to cover such claims.

10 TERMINATION

- (a) You may opt to terminate this contract or any part of the Services at the end of the Initial Period provided all costs covering this period are paid in full and notification to cancel is made in writing before the end of the Initial Period. If no notification is received then the contract will automatically continue in accordance with clause 1(b).
- (b) If We terminate this contract because of Your breach of any of its terms, all remaining monthly payments under the contract will become payable immediately.
- (c) If You terminate this contract before the end of the Initial Period then all remaining monthly payments due to Us will become payable immediately.
- (d) If any payment is not made by the due date then Our obligations and those of the Insurer may be suspended in whole or in part until payment is made in full. We may terminate this contract in the event of any breach by You.
- (e) If You fail to complete and return the annual declaration within 14 days of the anniversary date then We will be entitled to treat this as a default by You which will entitle Us to terminate this contract immediately.
- (f) Incorrect information supplied by You, or a failure by You to supply any relevant information, including on the Order Form or in relation to any checks We may carry out in relation to You, or information required by Us to comply with Our legal and regulatory obligations, whether before or during the term of this contract, may result in the immediate termination of the contract.
- (g) We can terminate this contract or any part of the Services by giving you at least 3 months notice. Any payments made by You to Us for Services not yet received, in whole or in part, will be refunded on a pro rata basis.

11 FORCE MAJEURE

We shall not be liable to You for any breakdown of or failure to perform any obligations under this contract as a result of an event of force majeure which shall include (but is not limited to) acts of God, war, strikes, lock outs, civil commotion, mechanical or technical difficulties, or any other cause whatsoever beyond Our reasonable control or the reasonable control of the Insurer.

12 GENERAL

- (a) This contract is personal to You and may not be assigned by You without Our written consent.
- (b) The Order Form, together with the terms and conditions within the Policy, the terms and conditions within this booklet and our written confirmation to You that the foregoing have come into effect (together, the “Agreement”), contains

the entire contract between You and Us with regard to its subject matter and supersedes all previous contracts between You and Us in respect of such subject matter.

- (c) We will exercise reasonable care and skill in providing any advice to You based on the information provided by You, but You will remain responsible for the accuracy of that information and the consequences if it is inaccurate and for determining matters of policy or action related to that advice.
- (d) You acknowledge and agree that, in order to derive benefits from the Services, You will need to make such commitment as is appropriate to the Services being provided.
- (e) You shall ensure that Your servants, agents, employees and subcontractors co-operate fully with Us in the provision of the Services.
- (f) The service, advice and representation offered as a part of this contract extends to the laws of Scotland, England, Wales and Northern Ireland (Health & Safety and Environmental only).
- (g) You must notify Us promptly of any changes to Your details, including any change to Your legal status.
- (h) You acknowledge and agree that We have the right to vary the terms of the Agreement at any time, at Our absolute discretion, by giving you not less than thirty days' notice.
- (i) A person who is not a party to this contract will have no rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of this contract.

13 COMPLAINTS

Talk to Us

If You are not happy with Our Service, We would like to hear about it - that way, We can do something to put it right. At Mentor We do everything We can to make sure Our customers get the best possible Service. However, sometimes, We do not get things right first time.

When that happens, We always encourage You to tell Us about your complaint, so that We can correct the matter.

We want to:

- make it easy for You to tell Us about your complaint
- give your complaint the attention it deserves
- resolve your complaint without delay
- make sure You are satisfied with how your complaint was resolved

The following explains what to do if You have a complaint about the Service that You receive from Mentor. It also tells You how quickly We will deal with your complaint and who to contact if You are not completely satisfied with Our response.

How and where to complain

If You are not satisfied with any aspect of Our Service or products, You can tell Us about your complaint in the following ways:

In writing to:

Mentor Complaints Centre
1st Floor, 10 Brindley Place
Birmingham, B1 2TZ

Tel: 0345 835 0035 Relay UK 18001 0345 835 0035

Email: mentor.complaints@mentor.uk.com

Please note that additional personal information should not be included in any e-mail for security reasons. We will respond by telephone or in writing for the same reason.

By telephone on:

0800 634 7001 (Relay UK: 18001 0800 634 7001)

How long will it take?

We aim to resolve your complaint straight away. However, if We have not been able to do so within one week, We will write to tell You:

- why We have not yet resolved your complaint
- who is dealing with your complaint
- when We will contact You again

In most cases, complaints are dealt with within two weeks. If your complaint is particularly complex, it may take longer to resolve.

We will contact You regularly until your complaint has been resolved.

If together We cannot reach agreement

If, together We cannot reach an acceptable resolution to your complaint within eight weeks, We will send You a letter giving Our reasons for the delay and an indication of when We expect to provide a resolution.

Or

Issue Our final response letter, which will explain Our final position. At this stage You will receive a leaflet explaining your referral rights to the Financial Ombudsman Service if your complaint is one that is eligible for referral to them.

The Financial Ombudsman Service is an independent organisation. They look to sort out complaints that customers and financial businesses have not been able to resolve between themselves. If You want to contact the Financial Ombudsman Service, You will need to do so within six months of receiving Our final response letter. To find out more about the Service visit www.financial-ombudsman.org.uk

You can contact the Financial Ombudsman Service by writing to:

The Financial Ombudsman Service

Exchange Tower

LONDON

E14 9SR

Alternatively, You can phone them on 0800 023 4567. Relay UK 18001 0800 023 4567.

The right to arbitration for complaints relating to the contract of insurance

You have the right to refer any disagreement between You and Us to arbitration.

The arbitrator will be a solicitor or a barrister or another suitably qualified person that You and We agree on. If We cannot agree, the arbitrator will be nominated by the president of the Law Society (or other similar organisation) for the part of the

Territorial Limits whose law governs the insurance policy. The arbitrator's award shall be binding on You and Us. Whoever loses the arbitration will pay for all costs and costs of the arbitrator.

14 JURISDICTION

If Your registered office is located in Scotland, the contract will be subject to the laws of Scotland and the Scottish courts will have jurisdiction to hear any disputes arising in relation to this contract. If Your registered office is located elsewhere, then this contract will be subject to the laws of England and Wales and the courts of England and Wales will have jurisdiction to hear any disputes arising in relation to this contract.

15 YOUR INFORMATION

- (a) The organisation responsible for processing your information is National Westminster Bank Plc (trading as NatWest Mentor), which is a member of NatWest Group ("NatWest"). For more information about other NatWest companies please visit natwest.com or contact us on 0800 634 7001 Relay UK 18001 0800 634 7001 or info@mentor.uk.com
- (b) We collect and process various categories of personal and financial information throughout your relationship with us, to allow us to provide our products and services and to run our business. This includes basic personal information such as your name and contact details, and information about your financial circumstances, your accounts and transactions. This section sets out how we may share your information with other NatWest companies and third parties.
- (c) For more information about how we use your personal information, the types of information we collect and process and the purposes for which we process personal information, please read our full privacy notice (our "Privacy Notice").
- (d) We may update our Privacy Notice from time to time, by communicating such changes to you and/or publishing the updated Privacy Notice on our website www.natwestmentor.co.uk/privacynotice. We would encourage you to visit our website regularly to stay informed of the purposes for which we process your information and your rights to control how we process it.
- (e) In respect of any personal information relating to a third party that you provide to us, you must:
 - (a) notify the third party that you are providing their personal information to us and obtain their permission;
 - (b) provide the third party with a copy of our Privacy Notice and these Terms;
 - (c) promptly notify the third party of any changes to our Privacy Notice that we notify you of; and
 - (d) ensure that, to the best of your knowledge, the personal information is accurate and up to date, and promptly notify us if you become aware that it is incorrect.
- (f) Your information may be shared with and used by other NatWest companies. We will only share your information where it is necessary for us to carry out our lawful business activities, or where it is necessary to comply with laws and regulations that apply to us.
- (g) We will not share your information with anyone outside NatWest except:

- (a) where we have your permission;
 - (b) where required for your product or service;
 - (c) where we are required by law and to law enforcement agencies, judicial bodies, government entities, tax authorities or regulatory bodies around the world;
 - (d) with other banks and third parties where required by law to help recover funds that have entered your account as a result of a misdirected payment by such a third party;
 - (e) with third parties providing services to us, such as market analysis and benchmarking, correspondent banking, and agents and sub-contractors acting on our behalf, such as the companies which print our account statements;
 - (f) with other banks to help trace funds where you are a victim of suspected financial crime and you have agreed for us to do so, or where we suspect funds have entered your account as a result of a financial crime;
 - (g) with debt collection agencies;
 - (h) with credit reference and fraud prevention agencies;
 - (i) with third party guarantors or other companies that provide you with benefits or services (such as insurance cover) associated with your product or service;
 - (j) where required for a proposed sale, reorganisation, transfer, financial arrangement, asset disposal or other transaction relating to our business and/or assets held by our business;
 - (k) in anonymised form as part of statistics or other aggregated data shared with third parties; or
 - (l) where permitted by law, it is necessary for our legitimate interests or those of a third party, and it is not inconsistent with the purposes listed above.
- (h) If you ask us to, we will share information with any third party that provides you with account information or payment services. If you ask a third party provider to provide you with account information or payment services, you're allowing that third party to access information relating to your account. We're not responsible for any such third party's use of your account information, which will be governed by their agreement with you and any privacy statement they provide to you.
- (i) In the event that any additional authorised users are added to your account, we may share information about the use of the account by any authorised user with all other authorised users.
- (j) NatWest will not share your information with third parties for their own marketing purposes without your permission.

We may transfer your information to organisations in other countries (including to other NatWest companies) on the basis that anyone to whom we pass it protects it in the same way we would and in accordance with applicable laws. We will only transfer your information if we are legally obligated to do so, or where the other country has laws that adequately protect your information, or where we have imposed contractual obligations on the recipients that require them to protect your information to the same standard as we are legally required to.

16 DATA PROTECTION AND COMPLIANCE

- (a) Words and phrases defined in the Data Protection Laws shall have the same meanings when used in this clause.
- (b) Each party shall, in relation to the personal data it processes under or in connection with this Agreement:
 - (a) implement appropriate technical and organisational measures against its unauthorised or unlawful processing and against its accidental loss, destruction or damage;
 - (b) ensure that any person it authorises to access the personal data is subject to an appropriate obligation of confidentiality;
 - (c) notify the other party without undue delay of any actual or suspected data breach that may adversely affect the other or cause it to be in contravention of the Data Protection Laws;
 - (d) provide the other with such assistance as is reasonable in the circumstances for the other to meet its obligations under the Data Protection Laws relating to data subject rights, security, breach notification and communication, privacy impact assessments and prior consultation with supervisory authorities on high risk processing;
 - (e) comply in all respects with the Data Protection Laws.
- (c) You acknowledge that We are the processor and You the controller of the processing We perform in providing the MentorDigital platform and described in schedule A. In relation to this processing, We shall:
 - (a) only process the personal data on Your documented instructions except where We are required by law to process it for other purposes, in which case We will give You prior notice of the requirement unless prohibited by law;
 - (b) not transfer the personal data outside the European Economic Area except as permitted by the Data Protection Laws;
 - (c) notify You if We intend to use other processors to process the personal data (this Agreement being a general authorisation on Your part for US to engage other processors). If You reasonably object to the other processor before its appointment, and Your objection cannot be resolved, You will not be entitled to use MentorDigital;
 - (d) make available to You on written request, and at reasonable intervals, sufficient information to demonstrate compliance with Our obligations as Your processor to the extent that the disclosure of such information will not itself compromise the security of MentorDigital;
 - (e) return or delete the personal data on Your instructions at the end of the Service unless the law requires Us to retain it or to the extent We hold copies of the data as a controller.

In relation to this processing, You shall:

- (f) ensure all personal data uploaded to MentorDigital by You or on Your behalf has been collected in compliance with the Data Protection Laws;
 - (g) have sole responsibility for the accuracy, quality and legality of the personal data uploaded to MentorDigital by You or on Your behalf.
- (d) You acknowledge that We are the controller of the processing We perform in the administration of the Order Form and in the administration and delivery of

the Services except MentorDigital as described in sub-clause 15(c) above.

- (e) You shall give all privacy notices, and obtain all consents, necessary for Us to comply with the Data Protection Laws when processing personal data under or in connection with this Agreement, including giving privacy notices to data subjects that We make available to You in Our capacity as a controller.
- (f) Nothing in this clause shall imply a joint controller relationship between Us and You.

SCHEDULE A

Nature and Purpose Processing: Processing necessary for provision of MentorDigital as described in the Service Description Document

Duration of Processing: Subject to sub-clause 15(c), the duration of the Agreement unless otherwise agreed in writing

Subject Matter of Processing: Provision of an online, interactive management system

Data Subjects: Your employees and ex-employees, third parties involved in accidents and health and safety incidents

Data Types: Personal data uploaded to MentorDigital by You or on Your behalf and comprising employee records, employee holiday, statutory leave and absence records, terms of employment and benefits, training records, accident records, health and safety investigations

Call NatWest Mentor

Please call Mentor on 0800 634 7001 (Relay UK: 18001 0800 634 7001)

Calls may be recorded.

NatWest Mentor is a trading name of National Westminster Bank Plc.

Registered Office: 250 Bishopsgate, London EC2M 4AA.

Registered in England and Wales No. 929027.

National Westminster Bank Plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

natwestmentor.co.uk