

## Inner Armour Standard Conditions

Capitalised terms which are not defined in the Contract Sheet, Schedule 1, Schedule 2 or when they first appear have the meaning given to them in Condition 15.

**Please note:** Any translation of this document is for information purposes only. Only the English version is authentic and that version shall always prevail.

The Host Centre's attention is drawn in particular to the provisions of Condition 6 (Liability) and Condition 7 (Indemnity).

### 1. The Contract

The Contract shall commence on the date when the Contract Sheet has been signed by both parties and shall continue, unless terminated earlier in accordance with these Conditions, until the Services Finish Date at which time it shall automatically terminate, unless otherwise agreed by the parties.

### 2. Supply of Services

2.1 Inner Armour shall supply the Services to the Host Centre at the Location or online from the Services Start Date in accordance with the Contract.

2.2 In supplying the Services, Inner Armour shall:

- (a) perform the Services with reasonable care and skill;
- (b) use reasonable endeavours to ensure the Deliverables substantially conform to their description and in accordance with the Inner Armour Methodology;
- (c) observe all reasonable health and safety rules and regulations and security requirements that apply at the Location and have been communicated to Inner Armour, provided that Inner Armour shall not be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under these Conditions; and
- (d) take reasonable care of all Host Centre Materials in its possession.

2.3 As part of the provision of the Services, supplementary resources and training will be delivered through a community site, through podcasts, through online resources, and other mediums (collectively "**Additional Resources**"). Additional terms may apply to the use of any Additional Resources.

### 3. Host Centre's Obligations

3.1 The Host Centre shall:

- (a) co-operate with Inner Armour in all matters relating to the Services;
- (b) use reasonable endeavours to promote the Services to potential Students;
- (c) provide, for Inner Armour, its agents, subcontractors, consultants and employees, in a timely manner and at no charge access to the Location (where required to deliver the Services as specified in the Contract Sheet);
- (d) provide the Resources;
- (e) comply with the Guidelines and procure that any Inner Armour Trainer complies with the Guidelines;
- (f) provide, in a timely manner, such information as Inner Armour may reasonably require to deliver the Services, and ensure that it is accurate and complete in all material respects;

- (g) provide at least two (2) days' notice to Inner Armour about any changes to timetabling, room or resource availability and use reasonable endeavours to provide alternative arrangements in order for Inner Armour to perform the Services.
- (h) ensure the Location is a safe and healthy working environment for Students and Inner Armour Authorised Representatives;
- (i) comply, in all respects, with all statutes, byelaws and other legal requirements and codes of practice to which the Host Centre is ordinarily subject in respect of its own staff;
- (j) provide adequate employer's and public liability insurance cover for all Students and Inner Armour Authorised Representatives with a level of cover of no less than £5 million in each case;
- (k) at all times, treat all Students with due respect and dignity and in particular Host Centre must take all steps within its control to avoid any unlawful discriminatory treatment of each of them;
- (l) Inform Inner Armour immediately if it becomes aware of any circumstances detrimental to the interests of a Student or Inner Armour; and
- (m) comply with all Applicable Law

3.2 The Host Centre shall provide the Agreed Number of Students (as specified in Schedule 1) to be trained in the Inner Armour Methodology. Upon completion of the course by each Student, Inner Armour shall, in consultation with the Host Centre, consider whether any Students are suitable to become Inner Armour Coaches and what further training is, or may be, required. Any further training shall incur additional fees as may be agreed between the parties at the time. Suitability of Students to become Inner Armour Coaches shall be at Inner Armour's sole discretion. The Host Centre shall use best endeavours to prohibit any individual from performing coaching to any third party in the Inner Armour Methodology where the individual is not an accredited Inner Armour Coach.

3.3 At Inner Armour's sole discretion, certain Inner Armour Coaches may then be invited to be Inner Armour Trainers. Any further training shall incur additional fees, as may be agreed by the parties at the time. Suitability of Inner Armour Coaches to become Inner Armour Trainers shall be at Inner Armour's sole discretion.

3.4 It is acknowledged and understood that each Inner Armour Coach and each Inner Armour Trainer will be required to enter into a separate contract with Inner Armour in order to provide any additional coaching. Inner Armour shall refuse to accredit any Coach or Trainer that does not agree to enter into a separate contract with Inner Armour on its then standard terms.

3.5 If Inner Armour's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Host Centre, its agents, subcontractors, consultants or employees (including any Students), Inner Armour shall:

- (a) not be liable for any costs, charges or losses sustained or incurred by the Host Centre that arise directly or indirectly from such prevention or delay;
- (b) be entitled to payment of the Fees despite any such prevention or delay; and
- (c) be entitled to recover any additional costs, charges or losses Inner Armour sustains or incurs that arise directly from such prevention or delay.

#### **4. Intellectual Property**

4.1 Inner Armour and its licensors shall retain ownership of all Inner Armour IPRs including the Inner Armour Materials. The Host Centre and its licensors shall retain ownership of all Intellectual Property Rights in the Host Centre Materials.

4.2 Inner Armour grants the Host Centre, or shall procure the direct grant to the Host Centre of, a fully paid-up, worldwide, non-exclusive, royalty-free, licence to copy and use Inner Armour IPRs and Inner Armour

Materials for the purpose of receiving and using the Services and the Deliverables during the term of the Contract. Where indicated in the Contract Sheet, the Host Centre's licence to use the Inner Armour Materials under this clause 4.2 shall continue for the Accreditation Period, subject to payment by the Host Centre of the Annual Subscription Fee.

- 4.3 The Host Centre grants Inner Armour a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to copy and modify the Host Centre Materials for the term of the Contract for the purpose of providing the Services to the Host Centre in accordance with the Contract.
- 4.4 Where specified in Schedule 1, Inner Armour grants Host Centre a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to use the Permitted Branding on the Host Centre's website solely to promote the Services and for the period set out in Schedule 1.
- 4.5 Where specified in Schedule 1, Host Centre grants Inner Armour a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to use the Permitted Branding on Inner Armour's website solely to promote the Services and for the period set out in Schedule 1.

## **5. Charges and Payment**

- 5.1 In consideration for the provision of the Services, the Host Centre shall pay Inner Armour the Fees, including the Subscription Fees.
- 5.2 All amounts payable by the Host Centre exclude amounts in respect of value added tax (VAT) or other applicable tax, which the Host Centre shall additionally be liable to pay to Inner Armour at the prevailing rate.
- 5.3 Inner Armour shall submit invoices for the Fees plus VAT (if applicable) to the Host Centre at the intervals specified in the Fee schedule.
- 5.4 The Host Centre shall pay each invoice due and payment shall be made to the Bank Account.
- 5.5 All Fees paid to Inner Armour in connection with the Services are non-transferrable and non-refundable unless specifically agreed by a Director of Inner Armour.
- 5.6 If the Host Centre fails to make any payment due to Inner Armour under the Contract by the due date for payment, then, without limiting Inner Armour's remedies under Condition 8 (Termination):
  - (a) the Host Centre shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this condition will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%; and
  - (b) Inner Armour may suspend all Services and access to the Inner Armour Materials until payment has been made in full.
- 5.7 All amounts due under the Contract from the Host Centre to Inner Armour shall be paid for in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **6. Limitation of Liability**

- 6.1 Nothing in these Conditions shall limit or exclude our liability for:
  - (a) death or personal injury caused by negligence;
  - (b) fraud or fraudulent misrepresentation; or
  - (c) any other liability that cannot be excluded by law.
- 6.2 Subject to Condition 6.1:

- (a) Inner Armour shall not be liable to Host Centre for:
  - (i) any delay in the performance of the Services caused by a Force Majeure Event;
  - (ii) Host Centre's failure to provide information, data or other materials that are required for the proper performance of the Services;
  - (iii) Host Centre's failure to provide any or part of the Resources;
  - (iv) Host Centre's failure to provide the Agreed Number of Students appropriate to be trained in the Inner Armour Methodology;
  - (v) Any claim brought by an End User, Inner Armour Trainer or Inner Armour Coach against the Host Centre unless such claim is due to the acts or omission of Inner Armour;
- (b) If Inner Armour fails to perform the Services, Inner Armour's liability to Host Centre shall be limited to the costs and expenses Host Centre incurs in obtaining replacement services in the cheapest market available;
- (c) Inner Armour shall under no circumstances whatsoever be liable to Host Centre, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for any loss of profit (whether direct or indirect) or any other indirect or consequential loss: and
- (d) Inner Armour's total liability to Host Centre in respect of all other losses arising under or in connection with the Contract shall in no circumstances exceed the total charges Host Centre has paid to Inner Armour under the Contract.

6.3 To the fullest extent permitted by law, all implied terms and warranties are excluded from the Contract.

6.4 Host Centre acknowledges and agrees that Inner Armour accepts no liability whatsoever for unsuccessful course outcomes in connection with the provision of the Services.

6.5 This Condition shall survive termination of the Contract.

## **7. Indemnity**

7.1 Host Centre will, to the extent that a claim does not arise from the negligence or wilful default of Inner Armour or its Authorised Persons, indemnify and hold harmless Inner Armour and its Authorised Persons from and against all Losses suffered or incurred by Inner Armour or its Authorised Persons arising out of or in connection with:

- (a) any act or omission of Host Centre or its Authorised Persons that is in breach of the Contract, including without limitation Host Centre's obligations under Condition 3 (Host Centre's Obligations) and Condition 9 (Data Protection).[; and
- (b) [any third party claim in connection with any negligent act or omission of any Student, Inner Armour Coach and /or Inner Armour Trainer].

## **8. Termination**

8.1 Either party may terminate the Contract with immediate effect by providing the other party with 28 days' written notice.

8.2 Host Centre or Inner Armour may terminate the Contract with immediate effect:

- (a) if the other party materially fails to perform or comply with these Conditions and (if capable of remedy) has failed to remedy such default within fourteen (14) days of written notice;

- (b) if the other makes arrangements with its creditors or becomes insolvent or is unable to pay its debts or if any order is made or resolution passed for its liquidation, winding-up or dissolution (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) or if a receiver or manager or administrative receiver or administrator is appointed over any of its assets.
- 8.3 Without affecting any other right or remedy available to it, Inner Armour may terminate the Contract with immediate effect by giving written notice to the Host Centre if the Host Centre fails to pay any amount due under the Contract on the due date for payment and such amount remains unpaid for 28 days from the date Inner Armour notifies Host Centre that payment has fallen due.
- 8.4 The rights set out in this Condition 8 are additional to any other express rights to terminate set out in the Contract.
- 8.5 On termination of the Contract for whatever reason:
  - (a) the Host Centre shall immediately pay to Inner Armour all of Inner Armour's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Inner Armour may submit an invoice, which shall be payable immediately on receipt; and
  - (b) any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

## **9. Data Protection**

- 9.1 In this Condition, terms that are not defined in Condition 15 including “**Controller**”, “**Data Subjects**”, “**Processor**”, “**Processing**”, and “**Personal Data**” shall have the same meanings as defined in the Data Protection Legislation.
- 9.2 Both parties shall comply with their respective obligations under Data Protection Legislation when Processing Personal Data in connection with the Contract. Inner Armour will endeavour to collect only necessary data from the Host Centre as needed in providing the training.
- 9.3 The parties shall each Process Student Personal Data. The parties anticipate that in respect of any Student Personal Data, Host Centre shall be a Controller and Inner Armour shall be a Processor up until the date at which Inner Armour has a direct contract with the Student, at which point each party shall be a separate Controller.
- 9.4 To the extent that Host Centre transfers Student Personal Data to Inner Armour, Host Centre warrants that it has obtained consent, where required, and provided appropriate notices, to enable lawful transfer of any Student Personal Data to Inner Armour for performance of the Services.

### **Processor Obligations**

- 9.5 Where Inner Armour Processes any Student Personal Data on Host Centre's behalf in connection with the Services, Inner Armour shall:
  - (a) Process Student Personal Data only in accordance with Host Centre's documented instructions. For the avoidance of doubt “documented instructions” shall include Processing Student Personal Data in connection with the provision of the Services;
  - (b) ensure that only those personnel and representatives who may be required to assist Inner Armour in meeting its obligations under the Contract shall have access to Student Personal Data;
  - (c) implement appropriate technical and organisational measures to ensure an appropriate level of security for the Student Personal Data held by Inner Armour, to preserve the confidentiality and integrity of such Student Personal Data and prevent accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to Student Personal Data;

- (d) assist Host Centre in meeting its obligations under Data Protection Legislation, including:
  - (i) providing Host Centre with the contact information of a representative to whom data protection related queries can be directed;
  - (ii) providing information to assist Host Centre in any response to an enquiry from a competent authority;
  - (iii) deleting and/or amending any Student Personal Data as requested by Host Centre unless Inner Armour is required to retain the Student Personal Data to comply with its own legal or regulatory obligations;
  - (iv) maintaining complete and accurate records of our Processing activities Inner Armour undertakes on Host Centre's behalf to demonstrate compliance with Data Protection Legislation ("**Records**");
  - (v) upon reasonable notice, allow the Records which relate to Processing in connection with the Services to be inspected by Host Centre (and/or a competent authority and/or a third party instructed by Host Centre) during normal business hours to assess compliance with the terms of this condition and Data Protection Legislation; and
  - (vi) notify Host Centre promptly where Inner Armour becomes aware of: (a) a breach or suspected breach of the obligations in this clause; (b) any actual, or suspected, unauthorised access, disclosure, use, Processing, transfer, deletion or reproduction of Student Personal Data; and/or (c) any loss, damage, destruction or corruption of Student Personal Data, (each a "**Data Security Incident**"); and
  - (vii) provide reasonable assistance in respect of any Data Security Incident to assist Host Centre in complying with its obligations under Data Protection Legislation and take all reasonable steps to remedy, and prevent a recurrence, of the Data Security Incident.

9.6 In the event that Inner Armour receives a Data Subject Request relating to any Student Personal Data it Processes on Host Centre's behalf, it will:

- (a) promptly notify Host Centre, providing details on the nature of the request;
- (b) not respond to the Data Subject Request unless directed to do so by Host Centre in writing (and in the form and content directed by Host Centre);
- (c) provide Host Centre with copies of any correspondence relating to the Data Subject Request, including any response given on the instructions of Host Centre.

9.7 The obligations in Conditions 9.5 and 9.6 shall not apply to the extent that Inner Armour is prevented from meeting Host Centre's obligations on important grounds of public interest (within the meaning set out in the Data Protection Legislation).

9.8 On expiry or termination of the Contract, Inner Armour shall, at Host Centre's election in respect of any Student Personal Data Processed: (i) return to Host Centre; or (ii) delete, destroy and make permanently unusable, all such Student Personal Data save that this requirement shall not apply to the extent Inner Armour is required by applicable laws or a regulator to retain some or all of such Student Personal Data and, in the event that Inner Armour has not received notice of Host Centre's election within one month of the date of termination or expiry of the Contract, Inner Armour shall undertake the latter course of action.

9.9 Host Centre agrees that Inner Armour may appoint sub-processors to Process Student Personal Data in connection with the Services. To the extent that Inner Armour engage sub-processors, it will:

- (a) provide a formal notification to Host Centre prior to engaging a new sub-processor. It will be Host Centre's responsibility to notify Inner Armour of any objection to the proposed sub-processor's engagement. Failure to notify such objection will be considered to indicate acceptance of the proposed sub-processor change;

- (b) enter into a written agreement with the sub-processor imposing data protection terms that require the sub-processor to protect such Student Personal Data to the standard required by Data Protection Legislation and no less onerous than these terms; and,
- (c) remain fully liable for all acts or omissions of any sub-processor appointed by Inner Armour pursuant to this Condition 9.9.

9.10 Host Centre acknowledges Inner Armour may make use of sub-processors based outside the United Kingdom and the EEA in order to provide the Services. To the extent that Inner Armour transfers any Student Personal Data outside the UK or EEA as part of providing our Services, Host Centre hereby agrees to such transfer provided that such transfer is made in compliance with applicable Data Protection Legislation, including, if required, EU Model Clauses or such other international transfer mechanism approved under Data Protection Legislation.

## **10. Freedom of Information, the Bribery Act 2010 and the Equality Act**

10.1 Inner Armour hereby acknowledges that the Host Centre may be subject to requirements under the Freedom of Information Act 2000 (the "Act"). Where requested by the Host Centre, Inner Armour shall provide reasonable assistance and cooperation to the Host Centre to assist the Host Centre's compliance with its information disclosure obligations.

10.2 The Host Centre will take reasonable steps to notify Inner Armour of a request for information to the extent that it is permissible and reasonably practical for it to do so but Inner Armour acknowledges that the Host Centre is responsible for determining in the Host Centre's absolute discretion whether any information is exempt from disclosure in accordance with the Act.

10.3 Each party shall:

- (a) comply with all applicable laws relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
- (b) have and shall maintain in place throughout the term of the Contract its own policies and procedures to ensure compliance with the Bribery Act 2010; and
- (c) promptly report to the other any request for any undue financial or other advantage of any kind received by it in connection with the performance of the Contract.

10.4 Each party shall not unlawfully discriminate within the meaning of the scope of the provisions of the Equality Act 2010.

## **11. Confidentiality**

11.1 Subject to clause 10.1, each party undertakes that it shall not disclose to any person any confidential information concerning the business, affairs, clients, employers or suppliers of the other, except as permitted by Condition 11.2.

11.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Condition 11; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.3 Neither party shall use any other party's confidential information for any purpose other than to perform its obligations under the Contract.

## **12. Notices**

12.1 Any notice, invoice or other communication which either party is required by the Contract to serve on the other party shall be sufficiently served if sent to the other party at its address set out in Contract Sheet (or such other address as is notified to the other party in writing) as follows:

- (a) by hand;
- (b) by registered or first class post or recorded delivery; or
- (c) by email.

12.2 Notices sent by registered post or recorded delivery shall be deemed to be served three (3) Business Days following the day of posting. Notices sent by electronic mail shall be deemed to be served on the day sent if mailed before 4.00 p.m. on a Working Day, but otherwise on the next following Business Day. In all other cases, notices are deemed to be served on the day when they are actually received.

### 13. Assignment and other dealings

13.1 Each party shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract unless agreed by the other party. Nothing in this Condition shall prevent Inner Armour appointing sub-processors in accordance with Condition 9.9

### 14. General

14.1 Nothing in these Conditions shall be deemed to constitute a partnership of the parties. Neither party shall bind or act as agent for the other party.

14.2 The failure of either party to enforce or to exercise at any time, or for any period, any term of or any right pursuant to the Contract shall not be construed as a waiver of any such term or right, and shall in no way affect that party's right later to enforce or exercise it.

14.3 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

14.4 Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

14.5 If at any time any provision of the Contract is or becomes illegal, invalid or unenforceable in any respect this shall not affect the legality or validity or enforceability of any other provision. The Contract may only be varied by written agreement between the parties.

14.6 The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

14.7 The Contract shall be governed by and construed in accordance with English law and each party submits to the exclusive jurisdiction of the English Courts.

### 15. INTERPRETATION

#### 15.1 Definitions

<b>Authorised Persons</b>	means a party's officers, directors, members, partners, and any of its employees, consultants, agents, representatives or professional advisers;
<b>App</b>	means the Inner Armour software application.
<b>Bank Account:</b>	Inner Armour's nominated bank account for payment, as set out in Schedule 2.



<b>Business Day:</b>	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
<b>Fees:</b>	the fees payable by the Host Centre for the supply of the Services by Inner Armour, as set out in Schedule 2.
<b>Conditions:</b>	these terms and conditions set out in this document.
<b>Contract:</b>	the contract between the Host Centre and Inner Armour for the supply of the Services in accordance with the Contract Sheet, the Schedules and these Conditions.
<b>Data Protection Legislation:</b>	any law, statute, declaration, degree, directive, legislative enactment, order, ordinance, regulation or other binding restriction which relates to the protection of individuals with regards to the Processing of Personal Data to which a party is subject, including the UK GDPR, the Data Protection Act 2018 and all legislation enacted in England and Wales in respect of the protection of Personal Data.
<b>Deliverables:</b>	all documents, products and materials developed by Inner Armour or its agents, subcontractors and personnel as part of or in relation to the Services in any form, including without limitation learning resources, computer programs, data, reports and specifications (including drafts) set out in the Contract Sheet.
<b>End User</b>	means any individual that accesses or otherwise uses the App.
<b>Guidelines:</b>	Inner Armour's standard document called "The Inner Armour Coaching Method" setting out the training in the Inner Armour Methodology. Inner Armour reserves the right to update this document from time to time.
<b>Host Centre Materials:</b>	all materials, equipment and tools, drawings, specifications and data supplied by the Host Centre to Inner Armour.
<b>Intellectual Property Rights:</b>	patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
<b>Inner Armour Coach</b>	Students trained in the Inner Armour Methodology to provide coaching and assistance to End Users via the App or otherwise. Inner Armour Coaches shall be construed accordingly.
<b>Inner Armour Methodology</b>	has the meaning given in the Contract Sheet.
<b>Inner Armour Trainer</b>	an Inner Armour Coach that has been trained to train other students in the Inner Armour Methodology. Inner Armour Trainers shall be construed accordingly.
<b>Inner Armour IPRs:</b>	all Intellectual Property Rights subsisting in the Deliverables, Inner Armour Materials including in the Inner Armour Methodology, any Additional Materials but excluding any Host Centre Materials incorporated in them.
<b>Inner Armour Materials:</b>	means the materials set out in the Contract Sheet provided by Inner Armour as part of the Services, together with the Guidelines.
<b>Location:</b>	the location set out in Schedule 1 where Inner Armour has agreed to provide the Services

	to the Host Centre.
<b>Losses</b>	means all damages, liabilities, demands, costs and expenses including all legal and other professional fees, costs and expenses, claims, actions and proceedings (including all consequential, direct, indirect, special or incidental loss or punitive damages or loss, fines, penalties, interest and loss of profit or any other form of economic loss (including loss of reputation).
<b>Permitted Branding:</b>	any branding, logos or trademarks as specified in Schedule 1.
<b>Resources:</b>	the additional resources (in addition to those set out in these Conditions) required by Inner Armour to provide the Services as described at Schedule 1.
<b>Services:</b>	the services, including without limitation any Deliverables, to be provided by Inner Armour pursuant to the Contract, as described in Schedule 1.
<b>Services Finish Date:</b>	the day on which Inner Armour's provision of the Services will automatically terminate, as set out in Schedule 1.
<b>Services Start Date:</b>	the day on which Inner Armour is to start provision of the Services, as set out in Schedule 1.
<b>Student Personal Data:</b>	means the Personal Data Processed by (or on behalf of) either party under, or in connection with, the Contract (as such Personal Data is more particularly described in Schedule 1 (Data Protection Particulars).

## 15.2 Interpretation:

- (a) A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision includes any subordinate legislation made from time to time under that statute or statutory provision.
- (b) Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) A reference to **writing** or **written** includes email.