

## Terms and Conditions for Requesters

### **1 Norfolk Knowledge Principles and Definitions**

Norfolk Knowledge (“NK”) is committed to connecting mentors with business experience (each, a “Member”) with individuals or organisations across Norfolk in need of support or assistance (each, a “Requester”). The service which NK provides to Requesters and Members is carried out on an entirely voluntary basis. Unless otherwise agreed between a Member and a Requester, Members shall provide any support or assistance to Requesters on a voluntary basis. These terms and conditions (the “Terms”) govern the relationship between NK and the Requester.

NK, at this time, places no payment, investment or service provision constraints on its Members. It is the responsibility of the Member and the Requester (where applicable) to agree any such terms between themselves. NK will not endorse any services provided by a Member but it recognises that, as a business network, there may be situations which arise whereby Requesters may wish to engage Members formally in commercial activities for which a Member may receive remuneration. Such situations are outside the scope of these Terms and will not be governed by them. The Requester will be responsible for agreeing appropriate terms of engagement with the Member.

### **2 Liability**

- (a) NK’s introduction of the Member to the Requester is made free of charge. NK does not take references or check the information provided to it by the Member. NK makes no warranty as to the identity, qualification, experience or skills of the Member, nor any warranty as to the standard of the Member’s work or advice. Except as set out in these Terms, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Terms.
- (b) Subject to paragraph (c) below, NK shall not be liable to the Requester, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any direct, indirect or consequential loss or damage, costs or expenses whatsoever arising under or in connection with these Terms, the introduction of any Member or the advice and support provided by the Members.
- (c) Nothing in these Terms shall limit or exclude NK’s liability for death or personal injury caused by its negligence or for fraud or fraudulent misrepresentation or in any other circumstances where liability may not be limited under any applicable law.
- (d) This clause 2 shall survive the termination of the Terms.

### **3 Insurance**

It is the Requester's responsibility to take out appropriate insurance with a reputable insurer to cover it for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from the advice and support given by the Member to the Requester if it wishes for such insurance.

### **4 Complaints**

In the event that the Requester has any complaints about the Member, they should be addressed in the first instance in writing to Louise Cutting at Norfolk Knowledge, The University of East Anglia, Earlham Road, Norwich, NR4 7TJ (or such other individual as may be notified to the Requester from time to time).

### **5 NK Logo and Publicity Material**

5.1 The Requester may not use the NK name or logo or refer to NK in any other way in any promotional literature, publications or advertising material without NK's prior written consent.

5.2 NK will not refer to the Requester in any way in any promotional literature, publications or advertising material without the Requester's prior written consent.

### **6 Member Information**

The Requester acknowledges that NK does not take up formal references, confirm qualifications, or investigate the accuracy of the information held on the Members in any way and NK has no liability to the Requester whatsoever in this respect.

### **7 Freedom of Information**

Although NK will use its reasonable efforts not to disclose any details of the work performed by Members for Requesters, NK is funded by public money and, as such, may have a duty to disclose information under the Freedom of Information Act 2000 or otherwise. The Requester should not disclose commercially sensitive or confidential information to NK.

### **8 Data Protection**

Where applicable, the Requester consents to NK holding and processing personal data in relation to it for legal, administrative and management purposes and in particular to the processing of any "sensitive personal data" (as defined in the Data Protection Act 1998).

**9 Changes in Terms**

NK reserves the right to modify the Terms to reflect any change in the law or for any other purpose it may reasonably deem appropriate, by notice to Requester.

**10 Governing Law**

These Terms, and any dispute or claim arising out of or in connection with them (including any non-contractual dispute) shall be governed by and construed in accordance with English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

The Requester's continued use of the services provided by NK and/or a Member will amount to acceptance of these Terms but **please sign and date the enclosed copy of these Terms and return it to NK as soon as possible.**

Signed ..... Date .....

Name ..... Organisation .....

Signed ..... Date .....

Name ..... Organisation .....