



Royal Bank
of Scotland

Terms for Mentor Services

TOMORROW BEGINS TODAY

Introduction

This document sets out the Terms relating to certain employment law & HR, health & safety and environmental management services offered by Mentor. It should be read and understood by You as it will form part of your Contract with Mentor together with the terms of your signed Order Form.

Please note, that the legal protection insurance provided to you by the Insurer does not cover or apply to any Non-Insured Services provided under these Terms. Such services are provided on a non-insured basis.

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 Mentor 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 Mentor consultant recommends the need to use additional consultancy services offered by Mentor 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, we expect such circumstances to be 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

Definitions and Mentor contact information

In these Terms which form part of the Contract between **Mentor** and **You**:

“90 Day Service” means the 90 day employment law and health and safety telephone advice service product (which comprises certain Non-Insured Mentor Advice Services and certain other Services as further detailed in the Service Description Document) selected as set out in the Order Form (whether as part of a package of other services provided on a Subscription basis or otherwise);

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

“Authorised Users” means Your employees and independent contractors who are authorised by You to use MentorDigital;

“Commencement Date” means the date(s) on which the Contract shall come into existence which shall be 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.

“Consultancy Services” means the Insured Consultancy Services and/or the Non-Insured Consultancy Services (as applicable);

“Consultancy Time” means the time We will provide to you in delivering the Consultancy Services as detailed in the Order Form (or as otherwise detailed in the Service Description Document).

“Contract” and **“Mentor Services Agreement”** means the contract between You and Us comprising of these Terms, the Order Form and the Service Description Document;

“Data Protection Laws” means all laws and regulations of the United Kingdom applicable to the processing of personal data including the Data Protection Act 2018 and UK GDPR;

“Day” means a calendar day;

“Deliverables” means any deliverable items to be provided by Us to You as agreed in the Order Form and/or Service Description Document;

“eLearning Services” means the non-insured e-learning services (forming part of a package of services provided on a Subscription basis or otherwise) as further detailed in the Service Description Document;

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

“In-House Training Services” means the non-insured in-house training services selected as set out in the Order Form (whether as part of a package of services provided on a Subscription basis or otherwise) and as further detailed in the Service Description Document;

“Initial Period” means the initial term of the Contract where You have contracted for Services on a Subscription Basis as specified in the Order Form;

“Insured Consultancy Services” means the insured consultancy services selected as set out in the Order Form (whether as part of a package of services provided on a Subscription basis or otherwise) and as further detailed in the Service Description Document (and which for the avoidance of doubt do not include the Non-Insured Consultancy Services);

“Insured Mentor Advice Services” means the insured advice services selected as set out in the Order Form (whether as part of a package of services provided on a Subscription basis or otherwise) and as further detailed in the Service Description Document (and which for the avoidance of doubt do not include the Non-Insured Mentor Advice Services);

“Insurer” means AmTrust Europe Limited, Market Square House, St James’s Street, Nottingham, NG1 6FG (or such other insurance provider as may be advised by Mentor from time to time).

“Legal Protection Cover” 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.

“Materials” means any materials provided by Us through the Services;

“Mentor Advice Services” means the Insured Mentor Advice Services and/or the Non-Insured Mentor Advice Services (as applicable);

“MentorDigital” means Our online management portal, including management tools, forms, letter templates and guidance;

“Month” means a calendar month;

“Non-Insured Consultancy Services” means the non-insured consultancy services selected as set out in the Order Form (whether as part of a package of services provided on a Subscription basis or otherwise) and as further detailed in the Service Description Document, which for the avoidance of doubt include:

- any consultancy services which are described as non-insured in the Legal Protection Cover or the Policy (from time to time); and
- any other consultancy services described as non-insured in the Service Description Document or Order Form (or otherwise advised by Mentor as provided on a non-insured basis);

“Non-Insured Mentor Advice Services” means the non-insured advice services selected as set out in the Order Form (whether as part of a package

of services provided on a Subscription basis or otherwise) and as further detailed in the Service Description Document, which for the avoidance of doubt include:

- any advice services which are described as non-insured in the Legal Protection Cover or the Policy (from time to time);
- and other advice services described as non-insured in the Service Description Document or Order Form (or otherwise advised by Mentor as provided on a non-insured basis);

“Non-Insured Services” means the following service option or options:

- Non-Insured Mentor Advice Services;
- Non-Insured Consultancy Services;
- eLearning Services;
- Mentor Digital;
- Training Services;
- any services which are described as non-insured in the Legal Protection Cover or the Policy (from time to time); and
- any other services described as non-insured in the Service Description Document or Order Form (or otherwise advised by Mentor as provided on a non-insured or uninsured basis);

“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 including any Deliverables. Any amendments to the Order Form must be agreed in writing and signed by both You and Us;

“Policy” means the group insurance policy provided by the Insurer for the Legal Protection Cover.

“Public Training Services” means the non-insured public training services selected as set out in the Order Form (whether as part of a package of services provided on a Subscription basis or otherwise) and as further detailed in the Service Description Document;

“Service(s)” means the service option or options selected by You in the **“Mentor Services Required”** section of the Order Form comprising one or more of:

- Insured Mentor Advice Services;
- Non-Insured Mentor Advice Services;
- Insured Consultancy Services;
- Non-Insured Consultancy Services;
- eLearning Services;
- Mentor Digital; and
- Training Services.

“Service Description Document” means the document which further describes the Services We will provide to You under this Contract including any Deliverables;

“Subscription Basis” means the provision of Services on a subscription basis (as opposed to a one-off basis or a fixed term basis) as set out in the Order Form;

“Terms” means these terms and conditions as amended from time to time in accordance with condition 14.10;

“Training Services” means the In-House Training Services and/or or the Public Training Services;

“UK GDPR” has the meaning given to it in the Data Protection Act 2018;

“Virus” means any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices;

“Vulnerability” means a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability;

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

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

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

Terms defined in the Insurance Cover section shall have the meanings set out therein.

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

Insurance Cover

The Insured Mentor Advice Services and the Insured Consultancy Services provided under these Terms include legal protection insurance provided to you by the Insurer. Details relating to the levels of this insurance are set out in the policy summary within these Terms and full details will be provided in your welcome pack (or otherwise communicated to You by or on behalf of Mentor in the event of any change to the insurance arrangements).

The legal protection insurance provided to you by the Insurer does not cover or apply to any Non-Insured Services provided under these Terms. Such services are provided on a non-insured basis.

Please note that Mentor is not providing you with a personal recommendation as to whether the cover provided is suitable for your specific needs. Subject to the scope of cover provided and the associated policy limitations, the insurance coverage provided is aimed at businesses that wish to ensure that they have some 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.

You should check and confirm the scope of the insurance cover being provided to determine whether this is suitable for Your needs prior to entering into any Contract with Mentor for the Services.

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 relevant insured Services. The cost of your insurance cover is included in the overall price You pay for the Services.

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 Royal Bank of Scotland 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,
Customer Relations Manager,
1st Floor, 2 St Phillips Place,
Birmingham
B3 2RB

Tel: 0345 835 0035
Relay UK 18001 0800 634 7001.

mentor.complaints@mentor.uk.com

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 Royal Bank of Scotland 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.rbs.co.uk/website-terms-and-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
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 wage roll not exceeding £10,000,000 or where annual wage roll 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)
- Incurred 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
110 Queen Street
Glasgow
G1 3BX

Tel: 0800 634 7000
Relay UK 18001 0800 634 7000
Email: litigation@mentor.uk.com

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 of 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
Glasgow
G1 3BX

Tel: 0800 634 7001 Relay UK
Relay UK 18001 0800 634 7001
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::

Mentor Complaints Centre

1st Floor, 2 St Phillips Place,
Birmingham,
B3 2RB

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 Royal Bank of Scotland Mentor and You

1. COMMENCEMENT AND TERM

- 1.1 The Contract comes into effect on the Commencement Date.
- 1.2 In the case of Services provided on a Subscription Basis and subject to earlier termination in accordance with these Terms:
 - 1.2.1 the Initial Period shall be as specified in the Order Form; and
 - 1.2.2 after the Initial Period, the Services provided on a Subscription Basis will continue indefinitely subject to termination by either You or Us giving no less than 3 months' prior written notice to the other (except in the case of any Services provided to You on a fixed term, which shall automatically expire at the end of the relevant fixed term (for example, the Services forming part of the 90 Day Service will automatically expire 90 days after the Commencement Date)).
- 1.3 In the case of any Services which are not provided on a Subscription Basis, any service to be provided by Us to You ends (and ceases to be covered by the Contract) with the complete provision to You of all Deliverables or the expiry of the fixed term (subject to earlier termination in accordance with these Terms).
- 1.4 For a period of 90 days after the termination or expiry of the Contract, if You have any follow-up questions in relation to the Services, We shall use our reasonable endeavours to provide responses to such follow-up questions (subject to fair and reasonable use). Any such responses shall be subject to these Terms (including but not limited to the provisions on intellectual property and limitation of liability).
- 1.5 These Terms apply to Your use of the Services to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 1.6 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 Cover. The terms of the Policy are incorporated into this Contract in full by reference. In case of any conflict between the terms of the Contract and the Policy with respect to the Legal Protection Cover, the terms of the Policy will prevail. The Legal Protection Cover 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.
- 1.7 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:
 - 1.7.1 You authorise Us to cancel Your existing cover if necessary and provide You with cover insured by the new insurer;
 - 1.7.2 We shall be entitled to change the Terms to reflect the terms of any new insurance arrangements and shall notify You of any changes accordingly.

2. SERVICES

- 2.1 We will provide the Services as set out in the Order Form (as such Services are further described in more detail in the Service Description Document).
- 2.2 We reserve the right to make reasonable amendments to the Services from time to time if:
 - 2.2.1 required by any applicable statutory or regulatory requirement; or
 - 2.2.2 if the amendment will not materially affect the nature or quality of the Services.

We will notify You in writing in advance of any such amendments.

- 2.3 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. In the event that you wish to order additional Services, You will be required to complete a separate Order Form in respect of such Services and such additional services shall be governed by the terms of such separate Order Form.
- 2.4 In the case of Services delivered on a Subscription Basis:
 - 2.4.1 the price stipulated in the Order Form is based on the number of employees in your business at the Commencement Date, and is stated as an annual cost;
 - 2.4.2 no later than 30 Days prior to each anniversary of the Commencement Date, you will notify us if the employee numbers and/or Wageroll have changed. If the number of employees and/or Wageroll differs to that agreed for the previous year (or which have otherwise been assumed for the purposes of any renewal), the charges for the Service will be amended to reflect such changes as advised by Us;
 - 2.4.3 at the end of the Initial Period and annually thereafter, the costs payable by You to Us in respect of Services delivered on a Subscription Basis will be subject to a review. We will notify You (by email, letter or otherwise via the MentorDigital portal) of any revised costs at least 14 Days before the end of the Initial Period and 14 Days before each contract anniversary thereafter;
 - 2.4.4 Without prejudice to condition 1.2.2, You may terminate this Contract or any part of the Services provided on a Subscription Basis at the end of the Initial Period or, when We confirm Your monthly cost following annual review, provided in each case 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 condition 1.2.

3. TRAINING SERVICES

- 3.1 This condition 3 applies to Training Services and the sums payable in respect of such services will be as set out in the Order Form.

- 3.2 The legal protection insurance provided to you by the Insurer does not cover or apply to any Training Services provided under these Terms. Such services are provided on a non-insured basis.
- 3.3 Unless otherwise agreed, payment for each course You purchase must be received before the start date of the course or within 30 Days of invoice date, whichever is sooner.
- 3.4 The following conditions 3.4.1 to 3.4.8 apply to Public Training Services:
- 3.4.1 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;
 - 3.4.2 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 to the address set out in the Definitions and Mentor Contact Information section of these Terms;
 - 3.4.3 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;
 - 3.4.4 courses, including any substitute course, must be taken within 12 Months of the initial booking date;
 - 3.4.5 if You cancel a booking 29 Days or more before the scheduled 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;
 - 3.4.6 If You cancel a booking between 15 (inclusive) and 28 Days (inclusive) before the scheduled 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;
 - 3.4.7 if You cancel a booking 14 Days or less before the scheduled course date, We will charge You the full course fee;
 - 3.4.8 if You have already paid for the booking and wish to cancel the booking at any time after the booking is confirmed please note you will not receive a full refund. You should consider attendance by a replacement delegate. You changing the course date always amounts to a cancellation of the old booking and a new booking for the new date.
- 3.5 The following conditions 3.5.1 to 3.5.4 apply to In-House Training Services:
- 3.5.1 any cancellation or change to a course booking must be at least 15 Days before the scheduled delivery of the applicable In-House Training Services. If You cancel within this timeframe, You will receive a full refund of any course fees paid to Us. If You choose to reschedule, You must choose a new date which must fall within 12 Months of the original course booking date;
 - 3.5.2 if You cancel or change your course booking less than 15 Days before the scheduled delivery of the applicable In-House Training Services, We will charge 50 percent of the applicable fee as set out in the Order Form. If You have already paid for the booking in full, You will receive a refund of 50% of the relevant fee as set out in the Order Form;

- 3.5.3 all cancellations or changes to a course booking must be confirmed in writing by You to Us, either by e-mail to mentorlearn@mentor.uk.com or by letter to the address set out in the Definitions and Mentor Contact Information section of these Terms;
- 3.5.4 We reserve the right to cancel a course at any time and offer an alternative date, a credit or a refund without any liability.
- 3.5.5 You will be responsible for the provision of the venue, any required facilities or equipment for the training and any refreshments.

4. CONSULTANCY SERVICES

- 4.1 This condition 4 applies to Consultancy Services.
- 4.2 The legal protection insurance provided to you by the Insurer does not cover or apply to any Non-Insured Consultancy Services provided under these Terms. Such services are provided on a non-insured basis.
- 4.3 You confirm that You are authorised to purchase Consultancy Services.
- 4.4 The specific Consultancy Services (including Consultancy Time allocation You have bought from Us) will be as detailed in the Order Form which will either be displayed as:
 - 4.4.1 a stand alone fixed cost or included as part of the overall cost of Services taken on a Subscription Basis; or
 - 4.4.2 charges payable on a time basis as per the hourly rate set out in the Order Form.
- 4.5 In the event that your Consultancy Services entitle you to a fixed period of Consultancy Time, if You do not use Your Consultancy Time within a 12-month period (or other subscription period) specified in the Order Form (or otherwise in the Service Description Document), Your right to use this Consultancy Time will lapse (unless otherwise agreed by Mentor at its sole discretion);
- 4.6 If You have ordered Consultancy Services on the basis of a fixed cost and wish to purchase additional Consultancy Services, then such additional Consultancy Services shall be subject to a separate fee arrangement as advised by Mentor at the time of ordering the additional Consultancy Services.
- 4.7 If You cancel a Consultancy Service, You will be charged for all work carried out to date as advised by Mentor (or, in the case of a Consultancy Service taken on a Subscription Basis, as otherwise provided in condition 2.4.4 of these Terms).
- 4.8 All cancellations and requests for variations must be confirmed in writing, either by email to info@mentor.uk.com or by letter to the address set out in the Definitions and Mentor Contact Information section of these Terms.
- 4.9 If, as stated in the Order Form, payment of the Consultancy Services is to be made by a one-off payment upon completion of the work but 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.
- 4.10 Notwithstanding any other term in this condition 4, We may charge You for any additional consultancy staff time spent as a result of any delays caused in delivery of the Consultancy Services due to any act or omission by You (or where delivery of the Consultancy Services becomes protracted or unduly burdensome

on Us other than as a result of Our act or omission). In such circumstances, We (acting reasonably) shall advise You of any additional charges payable.

- 4.11 The provision of Mentor Consultancy Services by Mentor does not guarantee any particular outcome.

5. MENTOR ADVICE SERVICES

- 5.1 This condition 5 applies to Mentor Advice Services.
- 5.2 The legal protection insurance provided to you by the Insurer does not cover or apply to any Non-Insured Mentor Advice Services provided under these Terms. Such services are provided on a non-insured basis.
- 5.3 You confirm that You are authorised to purchase Mentor Advice Services.
- 5.4 Except to the extent set out in condition 9 below, any advice provided to you as part of the Services is for use by You only and is not to be shared with or relied on by any other party. Any failure to seek and follow advice may impact any Legal Protection Cover relevant to the Services (as further detailed in the Insurance Cover section). You hereby warrant that any information provided by You in the context of seeking advice (or otherwise for the purposes of receiving the Services) will be true, complete and accurate and We will be entitled to rely on the truth, completeness and accuracy of any such information in providing the Services.
- 5.5 The provision of Mentor Advice Services by Mentor does not guarantee any particular outcome.

6. MENTORDIGITAL

- 6.1 This condition 6 applies where the Services You have purchased include a right to access MentorDigital.
- 6.2 The legal protection insurance provided to you by the Insurer does not cover or apply to any use of MentorDigital provided under these Terms. Access to MentorDigital is provided on a non-insured basis.
- 6.3 Any rights to access MentorDigital granted by Mentor to Your Authorised Users are granted on a non-exclusive and non-transferable basis and subject to these Terms. You acknowledge and agree that You shall at all times be responsible and liable for the actions of Your Authorised Users. Access to MentorDigital on a continuous or uninterrupted basis is not guaranteed and Mentor may withdraw or suspend Your right to access MentorDigital at any time and for any reason (for example, to conduct essential maintenance, to implement updates or to otherwise manage and administer the operation of MentorDigital).
- 6.4 Mentor shall not be responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and You acknowledge that Your use of MentorDigital may be subject to limitations, delays and other problems inherent in the use of such communications facilities. Mentor does not warrant or guarantee that MentorDigital will be free of Viruses or Vulnerabilities.
- 6.5 In consideration for access to MentorDigital, You:
- 6.5.1 warrant that the details provided by You in any registration form are correct;
- 6.5.2 warrant that You are representing a business or company;

- 6.5.3 shall cooperate with Us in all matters relating to access to MentorDigital;
- 6.5.4 shall comply with Our website 'Legal' Terms at <https://www.rbsmentor.co.uk/rbs-legal>; and
- 6.5.5 Acknowledge and represent that You will only access and/or use MentorDigital for Your own benefit within the UK.
- 6.6 In relation to MentorDigital, You undertake that:
 - 6.6.1 You will not allow any third party or person outside of Your organisation to access or use MentorDigital;
 - 6.6.2 You shall maintain a written, up to date list of Your current Authorised Users and provide such list to Us within 5 days of Our request at any time or times; and
 - 6.6.3 You shall permit Us or Our designated auditor to audit Your use of MentorDigital at any time or times in order to establish Your compliance with these Terms.
- 6.7 You shall not access, store, distribute or transmit any Viruses, or any material during the course of Your use of MentorDigital that:
 - 6.7.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - 6.7.2 facilitates illegal activity;
 - 6.7.3 depicts sexually explicit images;
 - 6.7.4 promotes unlawful violence;
 - 6.7.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - 6.7.6 is otherwise illegal or causes damage or injury to any person or property;

and We reserve the right, without liability or prejudice to any of Our other rights, to disable Your access to any material that breaches the provisions of this condition.
- 6.8 You shall not:
 - 6.8.1 except to the extent expressly permitted under these Terms:
 - 6.8.1.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of MentorDigital (or any content or information accessed via MentorDigital) in any form or media or by any means; or
 - 6.8.1.2 attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of MentorDigital;
 - 6.8.2 access all or any part of MentorDigital (or any content or information accessed via MentorDigital) in order to build a product or service which competes with MentorDigital;
 - 6.8.3 use MentorDigital (or any content or information accessed via MentorDigital) to provide services to third parties (or otherwise assist

any unauthorised third party to access MentorDigital (or any content or information accessed via MentorDigital));

- 6.8.4 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make MentorDigital (or any content or information accessed via MentorDigital) available to any third party; or
- 6.8.5 introduce or permit the introduction of, any Virus or Vulnerability into Our network and information systems.

6.9 You shall use all reasonable endeavours to prevent any unauthorised access to, or use of, MentorDigital (and/or any content or information accessed via MentorDigital) and, in the event of any such unauthorised access or use, promptly notify Us.

7. E-LEARNING SERVICES

- 7.1 This condition 7 applies to eLearning Services and the sums payable in respect of such services will be as set out in the Order Form (or where the services are provided as part of a package of services provided on a Subscription basis, shall be included as part of the overall cost of the Services taken on a Subscription Basis).
- 7.2 The legal protection insurance provided to you by the Insurer does not cover or apply to any eLearning Services provided under these Terms. Such services are provided on a non-insured basis.
- 7.3 We reserve the right to add, change, update or remove modules at any time.

8. PAYMENT TERMS

- 8.1 Please see conditions 3 to 7 for any particular payment provisions that will apply to specific Services.
- 8.2 Unless otherwise stated above or agreed in Your Order Form:
 - 8.2.1 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 and this will be noted on the Order Form if applicable;
 - 8.2.2 the sums payable by You to Us will be due to be paid before each Service commences;
 - 8.2.3 in the case of Services provided on a Subscription Basis, You will pay Us the payments for the Services as set out in the Order Form by direct debit (or where agreed in advance, We may accept payment via a bank transfer or debit / payment card);
 - 8.2.4 in the case of Services that are one-off in nature or Training Services, You will pay Us the payments for the services as set out in the Order Form by bank transfer (or where agreed in advance, We may accept payment by direct debit or debit / payment card);
 - 8.2.5 if payments are to be made monthly, the first payment is to be paid in the Month following the Commencement Date. If payment is being made in full, payment must be received within 30 Days following the date of the invoice.

- 8.3 Where We are providing a Group Service, the term “You” in this condition 8 refers to the first named business in the Order Form. The first named business will be responsible for payment for all Services detailed in the Order Form.
- 8.4 If there is any inconsistency between payment terms under conditions 3 to 7 and this condition 8, the payment term for the applicable service in condition 3 to 7 will take precedence.

9. GROUP SERVICES

- 9.1 This condition 9 applies where You have a Group Service.
- 9.2 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.
- 9.3 Only the Authorised Person may make changes to the Group Service.
- 9.4 The Authorised Person can request the removal or addition of businesses during the term of the Contract. In the event of a request for the addition of a business, We will advise you of any consequential increase to the price payable for the Services and any such additional business shall only be entitled to use the Services once You have agreed to any such increase to the price for the Services.
- 9.5 If the first named business set out in the Order Form ceases to be party to the Group Service, then a “new” first named business and Authorised Person will be agreed between You and Us.
- 9.6 All businesses listed in the Order Form agree and consent to Us sharing and making available all data and information to all of those other businesses listed in the Order Form (as updated from time to time).
- 9.7 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.

10. INTELLECTUAL PROPERTY

- 10.1 All intellectual property rights (including copyright) in all Materials belong to Us.
- 10.2 We grant to You a fully paid-up, worldwide, non-exclusive, royalty-free licence for the duration of your use of the Services to copy and modify the Materials for the purpose of using the Materials in Your business.
- 10.3 You must not sell, copy, sublicense, assign or otherwise deal with Our Materials in whole or in part without Our prior written consent.
- 10.4 If You request Us to use or incorporate any Materials 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.

11. DATA PROTECTION AND COMPLIANCE

- 11.1 For the purposes of these Terms, the terms “controller”, “processor”, “data subject”, “personal data”, “personal data breach”, “Commissioner” and “processing” shall have the meanings given to them in the Data Protection Laws.
- 11.2 Both Us and You shall comply with all applicable requirements of the Data Protection Laws. This condition 11 is in addition to, and does not relieve, remove or replace, Our or Your obligations or rights under the Data Protection Laws.

- 11.3 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 eLearning Services and the provision of MentorDigital. We and You have determined and agree that, for the purposes of the Data Protection Laws, in relation to personal data processed through providing the eLearning Services and/or MentorDigital, We shall act as a processor and You shall act as a controller.
- 11.4 You shall ensure that You have all necessary appropriate consents and notices in place to enable lawful transfer of personal data to Us through Your use of the Services. You shall have sole responsibility for the accuracy, quality and legality of the personal data provided to Us by You or on Your behalf for any of the Services.
- 11.5 In relation to the personal data We may process, Schedule A sets out the scope, nature and purpose of processing by Us, the duration of the processing and the types of personal data and categories of data subject.
- 11.6 Without prejudice to the generality of condition 11.2, when processing personal data under these Terms, We shall:
- 11.6.1 only process the personal data on Your documented instructions (which shall be to process the personal data for the purposes set out in Schedule A) 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;
 - 11.6.2 implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against its accidental loss, destruction or damage;
 - 11.6.3 ensure that any person We authorise to access the personal data is subject to an appropriate obligation of confidentiality;
 - 11.6.4 notify You without undue delay on becoming aware of a personal data breach involving personal data;
 - 11.6.5 provide You with such assistance insofar as this is possible and reasonable, and at Your cost and written request, in meeting Your obligations under the Data Protection Laws relating to responding to data subject rights requests, security, personal data breach notifications, data protection impact assessments, and prior consultation with the Commissioner;
 - 11.6.6 delete or return all personal data held through Our Services upon termination of Your access to the Services unless the law requires Us to retain it; and
 - 11.6.7 maintain records 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 Us.
- 11.7 When processing personal data under these Terms, You hereby give Us Your prior, general authorisation to:
- 11.7.1 transfer personal data outside of the United Kingdom, provided such transfers are effected in accordance with the Data Protection Laws;
 - 11.7.2 appoint sub-processors to process the personal data provided We:

- 11.7.2.1 shall ensure the terms on which We appoint such sub-processors comply with the Data Protection Laws;
 - 11.7.2.2 shall remain responsible for the acts and omission of any such sub-processor as if they were the acts and omissions of Us; and
 - 11.7.2.3 notify You if We intend to use other sub-processors to process the personal data. If You reasonably object to the other processor before its appointment, and Your objection cannot be resolved, Your access to the Services will be terminated.
- 11.8 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 the Contract, including giving privacy notices to data subjects that We make available to You in Our capacity as a controller.
- 11.9 Nothing in this condition shall imply a joint controller relationship between Us and You.
- 11.10 For information about how We process Your personal data as a controller, including through the Order Form and when You contact Us, please see Our privacy notice at <https://auth.rbsmentor.co.uk/rbs-privacy-notice.pdf>.

12. LIABILITY

- 12.1 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:
- 12.1.1 in the case of any Services provided on a Subscription Basis, the sum payable by You under this Contract in the relevant contract year in respect of such Services; and
 - 12.1.2 in the case of Services that are provided on a one-off or fixed term basis (for example, a one-off or fixed term Consultancy Service, Training Service or eLearning Service) the sum payable by You under this Contract in respect of the relevant service.
- 12.2 In no event shall We be liable to You, whether in contract, tort (including negligence) breach of statutory duty or otherwise, for:
- 12.2.1 loss of profit;
 - 12.2.2 loss of goodwill;
 - 12.2.3 wasted expenditure;
 - 12.2.4 loss or damage to data; or
 - 12.2.5 any indirect, consequential loss arising under or in connection with this Contract or the Services.
- 12.3 We shall not be liable for any losses arising from You providing incorrect or insufficient information or any incorrect use You make of the Services.
- 12.4 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, hereby excluded.
- 12.5 Nothing in these Terms shall limit or exclude Your or Our liability:
- 12.5.1 for death or personal injury caused by Your or Our negligence;

12.5.2 for any fraud or fraudulent misrepresentation;

12.5.3 to the extent such limitation or exclusion is not permitted by law.

- 12.6 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 and 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.

13. TERMINATION

- 13.1 We may terminate this Contract in whole or any part of the Services immediately in the event of any breach by You. If We terminate the Contract in whole because of Your breach of any of these Terms, all remaining monthly payments under the Contract will become payable immediately. If We terminate the Contract in part in relation to certain Services only because of Your breach of any of these Terms, all remaining monthly payments under the Contract in respect of the specific Services which have been terminated will become payable immediately.
- 13.2 Without prejudice to Our right to treat any failure to make a payment by You as a breach of Contract in whole or in part, 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.
- 13.3 You may terminate this Contract in whole only in accordance with condition 2.4.4 or 1.2.2 above. If You terminate this Contract before the end of the Initial Period) then all remaining monthly payments due to Us will become payable immediately. If You terminate this contract in accordance with condition 2.4.4 during a subsequent renewal period, then all monthly payments due until the end of that subsequent renewal period will continue to be payable. If you terminate this contract in any subsequent renewal period in accordance with condition 1.2.2 above, then all monthly payments due to us during the notice period set out in condition 1.2.2 will continue to be payable.
- 13.4 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 by Us in whole or in part.
- 13.5 We can terminate this Contract or any part of the Services by giving You at least:
- 13.5.1 1 months' notice in the case of the Services provided as part of the 90 Day Service (or any other service having a fixed period of 90 days or less); or
- 13.5.2 3 months' notice in the case of any other Service.

In such circumstances, 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.

- 13.6 If We terminate this Contract in whole or in part because of Your breach of any of its Terms, no refund will be given by Us in respect of any payments already made by You to Us.
- 13.7 If You terminate this Contract before the end of the Initial Period (or any subsequent renewal period), no refund will be given by Us in respect of any payments already made by You to Us.
- 13.8 In the event of a termination in part of specific Services, the remainder of the Contract shall remain in force in respect of the continuing Services.
- 13.9 You shall have a period of 30 days from termination of Services to download any files stored on the MentorDigital portal. After this period has expired, We may delete any such files (unless otherwise required by law to retain a copy of such files).

14. GENERAL

- 14.1 We may communicate with You at the email address You used on the Order Form (or by letter or by telephone at the address and contact telephone number You provided on the Order Form or otherwise via the MentorDigital portal). If You want to change any of your contact details, You can do so via the MentorDigital portal or otherwise by contacting us (using the Mentor Contact Information set out in the introduction to these Terms) to advise as to the change of any contact details.
- 14.2 We shall not be in breach of these Terms or otherwise liable to You under the Contract for any breakdown of or failure to perform any obligations under the Contract as a result of an event, circumstances or causes beyond Our reasonable control or the reasonable control of the Insurer.
- 14.3 The Contract is personal to You and may not be assigned by You without Our written consent. We may assign, charge, subcontract, declare a trust over or deal in any manner with any or all of Our rights and obligations under the Contract.
- 14.4 The Contract, the terms and conditions of the Policy, and Our written confirmation to You that the Contract has come into effect, contains the entire agreement 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.
- 14.5 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.
- 14.6 You acknowledge and agree that, in order to derive benefits from the Services, You will need to make such commitment and engage with Us as is appropriate to receive and/or access the Services being provided.
- 14.7 You shall ensure that Your servants, agents, employees and subcontractors co-operate fully with Us in the provision of the Services.
- 14.8 The Services provided under the Contract extend to the laws of Scotland and England and Wales only.
- 14.9 You must notify Us promptly of any changes to Your details, including any change to Your legal status.

- 14.10 Except as set out in condition 2.2 or otherwise in these Terms, any variation of the Contract including these Terms only has effect if it is in writing and signed by You and Us.
- 14.11 A waiver of any right or remedy under these Terms or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by Us to exercise any right or remedy provided under these Terms or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these Terms or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 14.12 If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Terms. If any provision or part-provision of these Terms is deleted under this condition 14.12, You and Us shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 14.13 A person who is not a party to these Terms will have no rights under the Contract (Third Party Rights) (Scotland) Act 2017, the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of these Terms.
- 14.14 The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with:
- 14.14.1 if Your registered office is located in Scotland, the laws of Scotland. In such circumstances, You and Us irrevocably agree that the Scottish courts shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation; or
- 14.14.2 if Your registered office is located elsewhere, the laws of England and Wales. In such circumstances, You and Us irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

15. COMPLAINTS

Talk to Us

If You are not happy with Our services, 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:

Customer Relations Manager, 1st Floor, 2 St Phillips Place, Birmingham, B3 2RB

or by email to: 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 or by Relay UK on 18001 0345 835 0035.

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 for 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.

Call RBS Mentor

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

Calls may be recorded.

Royal Bank of Scotland Mentor is a trading name of National Westminster Bank Plc.
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National Westminster Bank Plc is authorised by the Prudential Regulation Authority
and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

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