

# Workplace Protector

Call 02 9290 8595 or Get a Quote [info@businesssavvy.com.au](mailto:info@businesssavvy.com.au)



**Business Savvy Risk Management**  
ABN 51 121 504 827

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Underwriters:



# hilliard and berry solicitors

**Hilliard and Berry Solicitors**  
ABN 56 166 633 601

Level 8, 17 Castlereagh Street Sydney, NSW 2000  
P 02 8324 7500 | E [sberry@hilliardandberry.com.au](mailto:sberry@hilliardandberry.com.au) | W [www.hilliardandberry.com.au](http://www.hilliardandberry.com.au)

# AGREEMENT

## *Terms & Conditions*

### 1. GOVERNING LAW

- 1.1. This Agreement is governed by the laws of New South Wales (NSW) which shall have non-exclusive jurisdiction with respect to any disputes.
- 1.2. The law of NSW governs these terms and legal costs in relation to any matter upon which Hilliard and Berry Solicitors are instructed to act.

### 2. DEFINITIONS

- 2.1. Except where the context otherwise provides or requires:
  - 2.1.1. the terms **BSRM**, we, us or our refers to the Business Savvy Risk Management Pty Ltd (or its assignee or successor in title); and
  - 2.1.2. the terms **you** or **your** refers to the user, recipient of or applicant for Workplace Protector and the person entering into this Agreement.

- 2.2. In this Agreement, unless the context otherwise requires or provides:

**Affiliated Entities** means BSRM's subsidiaries, affiliates, associated entities and relevant partners as the case may be or the context requires from time to time.

**BSRM** means Business Savvy Risk Management Pty Ltd (ABN 51 121 504 827) of Level 14, 309 Kent Street Sydney NSW 2000.

**Agreement** means the agreement on the terms of the Quote and this document. This Agreement comes into force on the Start Date.

**Application** means the application and offer by you (including by way of a renewal or request to extend a period), or on your behalf, to receive or enjoy Workplace Protector howsoever submitted or provided (including by an online application via a Website, order form, contract for purchase, request in writing or orally, as the case may be) and whether directly or indirectly (such as via an authorised agent, distributor or reseller).

**Authorised Users** means any person employed by you that we have agreed in writing with you is or may in certain circumstances (subject to any relevant conditions or terms) have a right to use the Workplace Protector Benefits.

**Benefits** has the meaning set out in clause 4.

**Chubb** means Chubb Insurance Company of Australia Ltd (ABN 69 003 710 647; AFSL 239778) of 2 Park Street, Sydney NSW 2000 an underwriter for CIIG.

**CIIG** means Capital Innovation Insurance Group Pty Ltd (ABN 70 009 519 626; AFSL 238994) of 48 Belhaven Crescent, Newstead TAS 7250.

**Claim** means claim made in accordance with the policy cover.

**Claim Administration Services** is as described in clause 8.

**Commencement Date** means the date of acceptance by us of an Application in respect of the purchase of Workplace Protector. Acceptance shall be communicated to you in writing.

**Defence Costs** means any costs incurred by BSRM, the Insurer and Hilliard & Berry Solicitors in relation to or arising from any Claim as may be determined by the Insurer

from time to time.

**Dual** means Dual Australia Pty Limited (ABN 16 107 553 257; AFSL 280193) of Level 6, 160 Sussex Street, Sydney NSW 2000 an underwriter for CIIG.

**Employment Contractual and Policy Framework Check** has the meaning given in clause 5.

**Fees** mean the fees payable by you in respect of the Workplace Protector Benefits from time to time.

**Hilliard and Berry Solicitors** means Hilliard and Berry Solicitors Pty Limited (ACN 56 166 633 601) of Level 8, 17 Castlereagh Street Sydney NSW 2000.

**Insurer** means CIIG with Chubb, Dual and SUA as its underwriters.

**Intellectual Property Rights** means all present and future intellectual and industrial property rights subsisting in any and all media and materials (whether now known or created in the future), conferred by statute, at common law or in equity and wherever existing.

**Products and Services Conditions** means relevant and applicable terms and conditions for the supply of products and services of or by BSRM or Affiliated Entities applicable to your BSRM subscription or purchased or contracted by you, as amended from time to time.

**Privacy Policy** means the privacy policy of BSRM, as amended from time to time, the most relevant one for the purposes of this Agreement being as found on the Website.

**Quote** means a quote for your participation as a Workplace Protector Client, including the Fees payable, relevant Time Span and other pertinent terms and conditions (which is deemed to incorporate the terms and conditions of this document). A Quote is an invitation to treat.

**Start Date** means the date which we have agreed (pursuant to your Application) as being the Service Start Date for and eligibility to receive your Workplace Protector Benefits.

**SUA** means Specialist Underwriting Agencies Pty Ltd (ABN 18 010 862 745| AFSL 231104) of 255 Sandgate Road Albion QLD 4010 an underwriter for CIIG.

**Time Span** means, from the Start Date, the applicable period for which you have elected or agreed to be provided with Workplace Protector Benefits (subject to earlier termination in accordance with this Agreement).

**Website** means [www.businesssavvy.com.au](http://www.businesssavvy.com.au).

**Website Access Conditions** means the Terms and Conditions of access to the Website and any additional terms, conditions, notices and disclaimers displayed elsewhere on the Websites, as amended from time to time.

**Workplace Protector** has the meaning described in clause 4.

**Workplace Protector Advice Line** is as described in clause 8.

**Workplace Protector Bundle** is described in clause 6.

**Workplace Protector Client** means a person who has contracted for and is entitled to receive the Benefits of Workplace Protector pursuant to an Application.

**Workplace Protector Client Guide** means the terms and conditions for the supply of

legal services by Hilliard and Berry Solicitors in relation to Claims Handling Services.

**Workplace Protector Insurance** means the Employment Practices Liability Insurance provided by CIIG on the terms of the relevant insurance policy and schedule issued by Chubb, Dual and SUA as its underwriters details of which may be found in the relevant Product Disclosure Statement.

### 3. PURPOSE OF THIS DOCUMENT

- 3.1. This document concerns the rights and obligations of relevant persons in respect of Workplace Protector and the terms and conditions upon which we supply or procure the supply of Workplace Protector to you.
- 3.2. To the extent permitted by law and subject to clause 15.6, we reserve the right at any time to vary the terms of this Agreement and/or the nature and/or extent (including exclusions and inclusions) of Workplace Protector. Any such changes will appear on the Website at [www.businesssavvy.com.au](http://www.businesssavvy.com.au).

### 4. WORKPLACE PROTECTOR

- 4.1. Workplace Protector is a workplace relations solution comprising a suite of benefits ('Benefits') which we will provide to, or procure for you (as the case may be) as further described and on the terms and conditions below.
- 4.2. Workplace Protector comprises (as further detailed below) the following elements:
  - 4.2.1. a Employment Contractual and Policy Framework Check;
  - 4.2.2. a licence to use the Workplace Protector for the Time Span; and
  - 4.2.3. Workplace Protector Claim Administration Services with respect to a workplace Claim under your Workplace Protector Insurance Policy.
  - 4.2.4. Workplace Protector includes, as an option, to become a member of the BSRM for the relevant agreed period.
  - 4.2.5. BSRM Login Code to the Website for the Time Span.
- 4.3. Workplace Protector does not include:
  - 4.3.1. advice or assistance with respect to workplace health and safety documents;
  - 4.3.2. legal advice or assistance other than as provided as part of the Claim Administration Services; or
  - 4.3.3. anything else not expressly mentioned in this Agreement as an inclusion.

### 5. EMPLOYMENT CONTRACTUAL AND POLICY FRAMEWORK CHECK

- 5.1. When you are accepted as a Workplace Protector Client, you will be entitled to an Employment Contractual and Policy Framework Check.
- 5.2. The Employment Contractual and Policy Framework Check comprise a review of your then and current employment contractual and policy framework of your business. This review will be conducted during business hours by telephone. The review will be conducted by a workplace advisor from BSRM.

### 6. WORKPLACE PROTECTOR BUNDLE

- 6.1. When you are accepted as a Workplace Protector Client, you will have access to the Workplace Protector Bundle via the website.
- 6.2. For the Time Span we grant you a non-exclusive, non-transferable right and licence to use such documents. This right may be exercised only by your Authorised Users.
- 6.3. This right of use allows such Authorised Users to view, copy, edit, download and print out the Workplace Protector Bundle for your own business purposes only i.e. with respect to the relationship between your business and its employees, or the relationship between your business and persons who provide personal services to your business, provided that you do not remove any copyright, attribution or trade mark notices contained on the material.
- 6.4. The Workplace Protector Bundle may not be used for any other purpose, including (without limitation) for resale, licensing or commercial exploitation.

## **7. WORKPLACE PROTECTOR INSURANCE**

- 7.1. When you are accepted as a Workplace Protector Client, you will be automatically covered by Workplace Protector Insurance under a policy underwritten by the Insurer (subject to the terms and conditions of the relevant policy).
- 7.2. A copy of the policy terms may be found on the Website at: [www.businesssavvy.com.au](http://www.businesssavvy.com.au).
- 7.3. The duration of the Workplace Protector Insurance policy as it applies to you and other pertinent terms will be set out in the Quote, policy schedule issued by the Insurer and the applicable policy wording.
- 7.4. In arranging Workplace Protector Insurance we are acting as an authorised representative of the Insurer.
- 7.5. Accordingly, we represent the Insurer as its agent for the purposes of the facilitation and issue of the Workplace Protector Insurance and for no other purpose in relation to the Workplace Protector Insurance or other products or services of the Insurer.
- 7.6. Workplace Protector Insurance is issued on a 12 month basis and renewable annually.

## **8. WORKPLACE PROTECTOR ADVICE LINE**

- 8.1. During the Time Span, you will be entitled to access the Workplace Protector Advice Line by telephone.
- 8.2. The Workplace Protector Advice Line will be available during normal business hours, from Monday to Friday between 8 am and 5 pm. This entitlement is on an unlimited basis, subject to network or maintenance downtime and any reasonably unforeseen events.
- 8.3. Use of the Workplace Protector Advice Line is subject to BSRM's Fair Use Policy.
- 8.4. The Workplace Protector Advice Line is not a substitute for legal advice by a suitably qualified lawyer tailored for your particular circumstances. It provides general guidance only.

## **9. CLAIM ADMINISTRATION SERVICES**

- 9.1. The Workplace Protector Insurance Policy provides cover for Defence Costs in defending or settling any Claim (each as defined and on the terms and conditions of

your Workplace Protector Insurance Policy).

- 9.2. Workplace Protector Insurance includes Claim Administration Services and assistance for an Insured (likewise as so defined) which will be administered by the Insurer.
- 9.3. Legal advice and assistance in connection with a Claim dealt with under your policy will be provided by Hilliard and Berry Solicitors, subject to Workplace Protector Client Guide (a copy of which may be found on the Website at: [www.businesssavvy.com.au](http://www.businesssavvy.com.au)), the terms and conditions of the policy as well as applicable legislation and rules governing the provision of legal services.
- 9.4. You agree that you act as agent for each person (not being you) who is an Insured from time to time for the purposes of the policy and the Benefits under the policy. You confirm that you have disclosed and will promptly disclose to each such person who is an Insured a copy of the policy, the Client Guide and this Agreement.
- 9.5. You further agree and consent (for yourself and on behalf of each Insured) that Hilliard and Berry Solicitors and we may freely communicate with the Insurer in relation to, any claim that you may make under the Workplace Protector Insurance Policy or in connection with this Agreement or the Workplace Protector Client Guide. This includes the right to make disclosures of your confidential information and information, materials and documents that may otherwise be protected by legal professional privilege.
- 9.6. The liability of Hilliard and Berry Solicitors is limited under the *Legal Profession Uniform General Rules 2015* (General Rules) as approved by the NSW Law Society. Legal practitioners employed by or being directors of Hilliard and Berry Solicitors are members of the NSW Law Society and governed by the General Rules.

## 10. APPLICATION PROCESS

- 10.1. The pre-requisites to the provision and procuring by us of Workplace Protector Benefits and acceptance of you as a Workplace Protector Client include:
  - 10.1.1. the completion by you (or on your behalf) of the online application via the Website at [www.businesssavvy.com.au](http://www.businesssavvy.com.au) or by completion of a relevant application form; and
  - 10.1.2. such further requirements from time to time determined by us.
- 10.2. The online application is to enable you to provide to us information relevant to your application to become a Workplace Protector Client.
- 10.3. As part of the application process you will receive a Quote.
- 10.4. If you confirm your acceptance of the Quote (by clicking the submit button or by other means indicate your willingness to be bound), you will be deemed to have made an irrevocable Application for Workplace Protector Benefits on the terms of this Agreement.
- 10.5. At our discretion we may decline or refuse (without giving any reason) an Application for the provision of the Workplace Protector Benefits to you.
- 10.6. This Agreement comes into effect on the Start Date when we accept your Application.
- 10.7. Refusal of acceptance as a Workplace Protector Client (either at assessment stage or pursuant to an offer by you to be bound) may be due to various reasons including, without limitation:
  - 10.8. any other factor which we consider relevant
- 10.9. In no circumstances may you access or receive Workplace Protector Benefits if you have not paid to us in full, all amounts in respect of such benefits, when due.

## 11. YOUR OBLIGATIONS

- 11.1. You will comply with the Terms and Conditions of this Agreement and will not:
  - 11.1.1. misrepresent your business, numbers of employees, claims history or other matters in relation to Workplace Protector;
  - 11.1.2. fail to provide all information reasonably requested by us, BSRM, the Insurer or Hilliard and Berry Solicitors; and
  - 11.1.3. fail to comply at your cost with all relevant laws as may be applicable.
- 11.2. You are responsible for configuring (as may be relevant) your own IT, computer programs, communications systems and devices as well as browsers and Websites in order to access or benefit from the Workplace Protector Benefits.

## 12. USE OF THE WEBSITE AND SITE ACCESS

- 12.1. By using the Website, you agree to the Website Access Conditions. This document comprises Product and Services Conditions for the purposes of the Website's Terms of Use.
- 12.2. As a client of Workplace Protector you have been provided with access to the Website by way of an access code. Access is restricted to current clients of BSRM. You are not permitted to provide your access code to the Website to any other individual, business or entity without the written consent of BSRM.
- 12.3. You may not use any automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Website or any Content, to obtain or attempt to obtain any Documents or other materials, documents or information through any means not purposely made available through the Website. BSRM reserves the right to bar any such activity.
- 12.4. You may not attempt to gain unauthorised access to any portion or feature of the Website, or any other systems or networks connected to the Website. You acknowledge and agree that the unauthorized disclosure, use or copying of the Website, Content, Documentation and related software may cause BSRM serious financial loss. Accordingly, in the event of any unauthorised disclosure, use or copying of the Website, Content, Documentation, or related software, BSRM and/or UBT shall have the right to seek damages, injunctive or other equitable relief.
- 12.5. You may not probe, scan or test the vulnerability of the Website or any network connected to the Website, nor breach the security or authentication measures on the Website or any network connected to the Website. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Website including any account not owned by you, to its source, or exploit the Website or any service or information made available or offered by or through the Website, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Website.
- 12.6. You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to BSRM on or through the Website or any service offered on or through the Site. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity (including BSRM). You may not use the Website or any Content or Documentation for any purpose that is unlawful or prohibited by these Terms of Use, or to ask for the performance of any illegal activity or other activity which infringes the rights of BSRM or

others

12.7. Your account, access code and security:

12.7.1. Certain features or services offered on or through the Site may require you to open an account (including setting up login and access code). You are entirely responsible for maintaining the confidentiality of the information you hold for your account, including your access code, and for any and all activity that occurs under your account as a result of your failure to keep this information secure and confidential. You agree to notify BSRM immediately of any unauthorised use of your account or access code, or any other breach of security. You may be held liable for losses incurred by BSRM or any other user of or visitor to the Site due to someone else using your ID, access code or account as a result of your failing to keep your account information secure and confidential.

12.7.2. You may not use anyone else's login or access code or account at any time without the express permission and consent of the holder of that ID, access code or account. BSRM cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations

12.8. The Documents found on the Site (other than legislation and related documents) are the sole intellectual property of BSRM and may not be copied or distributed to any other individual, business or entity without the written consent of BSRM. The Documents provided in PDF format are controlled copies of BSRM documentation. The Documents provided in Word format are able to be modified by clients, and are therefore uncontrolled copies of BSRM documentation. BSRM does not accept any responsibility for content of the uncontrolled documentation accessed or altered by clients.

12.9. Notwithstanding any other provision in this Agreement, we reserve the right to change, suspend, remove, or disable access to the Website, or other materials comprising a part of the Website at any time without notice. In no event will we have any liability (subject to clause 15) in connection with making any such changes. We may also impose limits on the use of or access to certain or all features or portions of the Website, in any case and without notice or liability.

12.10. If you fail, or we consider on reasonable grounds that you have failed, to comply with any of the provisions of this Agreement, we may, in our sole discretion and without notice to you, preclude or prevent your access to the Website (or any part of it).

### 13. FEES PAYABLE

13.1. You shall pay to us or such other relevant person all Fees when required.

13.2. The Fees shall be detailed in your Quote.

13.3. You may pay for Workplace Protector either:

13.3.1. in monthly instalments during the Time Span as determined by us, payable by electronic funds transfer to our nominated bank account; or

13.3.2. in full within 30 days of the date of issue of your invoice for Workplace Protector (invoices are ordinarily issued on a monthly basis).

13.4. For the avoidance of doubt, the full amount of Fees for the Time Span is due for payment by you upon our acceptance of you as a Workplace Protector Client. Any arrangement we may reach with you for the payment of Fees in monthly instalments (which shall include a proportionate amount for pro-rated payment of the applicable premium for the Workplace Protector Insurance policy cover) or on a yearly basis is to assist your cash-flow but is an arrangement that may be withdrawn, varied or revoked by us at any time.



- 13.5. In the event that any payment is not received by us or other relevant person by the due date, we, BSRM, the Insurer, and Hilliard and Berry Solicitors shall be entitled to withhold or suspend Benefits and any collateral services (including rights under the Workplace Protector Insurance Policy) until such payment is received and, in the case of the policy, may result in its cancellation.
- 13.6. In the event that any payment by you is not made when due and payable to us, interest on any unpaid amount shall accrue at the rate of 1.5% per month (18% per annum) during the period of non-payment, or such lower rate as may be the maximum rate permitted under applicable law.
- 13.7. We may pay commissions or other amounts to authorised resellers, distributors or other persons in connection with this Agreement.
- 13.8. Where applicable, GST is payable and will be clearly shown on the tax invoices. By accepting these terms you agree to pay the amount equivalent to the GST imposed.

#### **14. PRIVACY AND DISCLOSURE**

- 14.1. You acknowledge and agree that (despite any provisions to the contrary in our Privacy Policy) we may provide all information (including any personal information), documents, marketing materials, video material, samples and other things provided by you to us in connection with this Agreement and Workplace Protector to our Affiliated Entities and prospective buyers or potentially interested persons or buyers.
- 14.2. You agree to comply with our Privacy Policy as well as any applicable privacy policy of BSRM, the Insurer, and Hilliard and Berry Solicitors (to the extent relevant).
- 14.3. Your personal information will only be used for the purposes for which it is collected or in accordance with the *Privacy Act 1988* (Cth). For example, BSRM, the Insurer or Hilliard and Berry Solicitors may use your personal information to provide advice and recommendations that take into account your personal circumstances.

#### **15. WARRANTIES AND REPRESENTATIONS**

- 15.1. Subject to the provisions of this Agreement, we warrant that your permitted and lawful use of the Website will not infringe upon any person's Intellectual Property Rights.
- 15.2. We do not (subject to clause 15 and any relevant laws) warrant that:
  - 15.2.1. the Website is error-free or that such errors or defects
  - 15.2.2. use of or performance of the Website will be uninterrupted;
  - 15.2.3. the functions of the Website will operate in combinations selected by you;
  - 15.2.4. the results obtained from Workplace Protector or the Benefits will be in accordance with your expectations; or
  - 15.2.5. that Workplace Protector or the Benefits will be fit for your purposes.
- 15.3. We do not make any representation or warranty that any Workplace Protector Bundles or that any advice provided by the Workplace Advice Line will be reliable, accurate or complete, nor do we accept any responsibility arising in any way from errors or omissions and we make no commitment to update advice given. Such advice and documents is necessarily of general application only and may not be tailored for specific circumstances.
- 15.4. You agree to indemnify and forever hold harmless BSRM, the Insurer and Hilliard &

Berry Solicitors in respect of any Benefits provided pursuant to the Policy.

- 15.5. You warrant that as part of the application process you have:
  - 15.5.1. provided all attributes and accurate information requested;
  - 15.5.2. stated the desired Start Date;
  - 15.5.3. answered all questions truthfully, honestly and not omitted any information that may render any answer or information misleading;
  - 15.5.4. disclosed all information that may be material to the decision to accept you as a Workplace Protector Client; and
- 15.6. have and will do all other things requested by us, BSRM, the Insurer, or Hilliard and Berry Solicitors (as applicable) from time to time.
- 15.7. The interpretation of any statement contained in any warranty or representation in this Agreement will not be restricted by reference to or inference from any other statement contained in any other warranty or representation.

## 16. STATUTORY GUARANTEES AND LIMITATION OF LIABILITY

- 16.1. Certain provisions of the *Competition and Consumer Act 2010* (Cth) (CCA) and State, Territory or Commonwealth laws in Australia, as amended or replaced from time to time (collectively, ACL) provide consumers (as that expression is used in the CCA) and others with certain statutory rights in relation to goods and/or services acquired by those persons (collectively, the consumer guarantees).
- 16.2. Nothing in this Agreement excludes, restricts or modifies or purports to have the effect of excluding, restricting, limiting or modifying any condition, warranty, term or consumer guarantee specified or contemplated by the ACL or our liability under any such condition, warranty, term or guarantee or gives rise to any liability on our part or qualifies our liability in each case to the extent the same is unlawful or not permitted.
- 16.3. Subject to clauses 15.2 and 15.5, we do not give any guarantee, indemnity or warranty or make any representation of any kind, express or implied, with respect to the supply by us of any goods or services to any person, except as expressly set out in clause 14.1 of this Agreement.
- 16.4. Subject to clauses 15.2 and 15.5, our aggregate liability for breach of or liabilities under or in respect or in connection with this Agreement and our duties at law and in equity (however arising) whether in contract, tort (including without limitation negligence), under statute, at common law, under any indemnity or guarantee and on any other basis is limited at our option to:
  - 16.4.1. in the case of goods - the replacement of the goods, the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods; or
  - 16.4.2. in the case of services - the supply of the services again or the payment of the cost of having the services supplied again.
- 16.5. In no circumstances, but subject to clauses 15.2 and 15.6, will we be liable for any indirect or special or consequential loss or damage arising out of, in connection with or relating to the performance, breach, termination or non-observance of this Agreement. Each party agrees that loss of profits, revenue, goodwill, bargain, opportunities, loss or corruption of data or loss of anticipated savings however and whenever occurring, will constitute indirect or special or consequential loss or damage and none are in the contemplation of the parties.

- 16.6. If section 23 Schedule 2 of the CCA applies to any provisions in this Agreement, any such provision(s) shall be void to the extent it is unfair within the meaning of section 24 of Schedule 2 of the CCA.

## 17. INDEMNITY

- 17.1. You agree to indemnify and keep BSRM, the Insurer and Hilliard & Berry Solicitors indemnified against any and all losses, claims, damages, liabilities, expenses arising, directly or indirectly, in relation to:
- 17.1.1. a breach of this Agreement and/or the Workplace Protector Insurance Policy by you or an Insured;
  - 17.1.2. damage to goods or property;
  - 17.1.3. the death or personal injury of any person;
  - 17.1.4. misleading or deceptive conduct or conduct which may be misleading or deceptive;
  - 17.1.5. non-disclosure or breach of duty (including the duty of utmost good faith to BSRM, the Insurer and Hilliard & Berry Solicitors); and
  - 17.1.6. your or an Insured's non-compliance with any relevant laws.

## 18. INTELLECTUAL PROPERTY RIGHTS

- 18.1. You shall notify us in writing if you become aware of any infringement of any of our Intellectual Property Rights.
- 18.2. You acknowledge our exclusive right, title and interest in and to any and all Intellectual Property Rights embodied in or pertaining to Workplace Protector and associated materials (including for these purposes rights licensed to us) and that our right, title and interest in such Intellectual Property Rights, including any enhancements, modifications and derivative works, shall at all times be and remain our exclusive property. You shall acquire no rights whatsoever in or to any such Intellectual Property Rights except as expressly permitted by this Agreement.
- 18.3. Subject to the provisions of this Agreement, all rights, including but not limited to all Intellectual Property Rights related to or arising in respect of or this Agreement, Workplace Protector and our business (collectively, Relevant Rights), are expressly reserved to us and you must not use the Relevant Rights without our prior written consent. You shall acquire no Relevant Rights and must not claim ownership of or a right to use any Relevant Rights in any form or manner except as expressly permitted by this Agreement.
- 18.4. BSRM owns and retains ownership of all intellectual property rights throughout the world whether existing now or in the future, and whether registered, unregistered or registrable (including but not limited to design, patents, copyrights, trademarks, trade names, trade secrets, business, company or domain names, know how, inventions, processes, confidential information (whether in writing or recorded in any form) and any other proprietary, licence or personal rights arising from intellectual activity in the business, industrial, scientific or artistic fields) in and relating to the Site, the Content, Documentation and related software and all customizations, enhancements, improvements, translations, derivative works or other modifications thereof or thereto. The Site, the Content, Documentation and related software, and all other proprietary information provided by BSRM hereunder contain and constitute trade secrets, information and data proprietary to and copyrighted by BSRM. Nothing herein operates to give any person any licence, title, interest or other right in relation to the intellectual property of BSRM.

## 19. TERMINATION

- 19.1. We may terminate this Agreement by notice in writing to you if:
  - 19.1.1. you fail to pay any sum payable under or in respect of this Agreement, on or before the due date for payment of that sum;
  - 19.1.2. you cancel a direct debit instruction;
  - 19.1.3. we decide to withdraw Workplace Protector or the Benefits;
  - 19.1.4. the Insurer declines to renew your Workplace Protector Insurance or imposes terms or a premium which we consider onerous or not suitable for your continuance as a Workplace Protector Client;
  - 19.1.5. you cease to be insured under the Workplace Insured Insurance Policy due to your default;
  - 19.1.6. we end an applicable trial or evaluation period; or
  - 19.1.7. you breach any term of this Agreement and you do not remedy the default or breach (if capable of remedy) to our full satisfaction within 5 days after your receipt of a notice from us specifying the relevant breach; and such termination becomes effective on the date that notice in writing is delivered to you.
- 19.2. Upon termination of this Agreement neither party will have any further obligations under this Agreement other than:
  - 19.2.1. in respect of any liability for antecedent breach;
  - 19.2.2. as contemplated by clause 18.3; or
  - 19.2.3. any liability in respect of provisions of this Agreement which are expressed to continue in full force and effect notwithstanding termination.
- 19.3. Upon termination of this Agreement, you must immediately:
  - 19.3.1. cease to use the non-public areas, pages and facilities of the Website; and
  - 19.3.2. destroy all copies of log-in details and passwords.
- 19.4. You may terminate this Agreement by written notice to BSRM. However, if you do so you will be required to pay costs incurred up to the date of termination (for the entire contracted period, including if a Claim became or is litigious, any cancellation fees, Defence Costs or legal fees).
- 19.5. The following clauses of this Agreement shall continue in full force and effect notwithstanding termination of this Agreement: clauses 8 (claims handling services), 12 (fees payable), 13 (privacy and disclosures), 15 (statutory guarantees and limitation of liability) 17 (intellectual property rights), 18.2 to 18.4 inclusive (termination), 19 (assignment), 1 (governing law) and 2 (definitions).

## 20. CONFIDENTIALITY

- 20.1. At all times BSRM and its Affiliated Entities, the Insurer and its underwriters and Hilliard and Berry Solicitors will seek to maintain the confidentiality of your information. However, we may be permitted or required by law to disclose confidential information. We may also, on a confidential basis, provide your information to third parties where we

consider it is appropriate for the proper conduct of your matter.

- 20.2. Sending Material by Email. BSRM and Hilliard and Berry Solicitors are able to send and receive electronic mail. However, as such mail is not secure it may be copied, recorded, read or interfered with by third parties while in transit. If you ask to transmit any document electronically, you release BSRM and its Affiliated Entities, the Insurer and its underwriters and Hilliard and Berry Solicitors from any claim you may have as a result of any unauthorised copying, recording, reading or interference with that document after transmission, for any delay or non-delivery of any document and for any damage caused to your system or any files by a transfer.

## **21. ASSIGNMENT**

- 21.1. You may not assign, sub-licence, dispose of or otherwise transfer this Agreement or any rights or obligations under this Agreement or the Benefits without our prior written permission.
- 21.2. We may assign, in part or in full, our rights under this Agreement without your consent.
- 21.3. Subject to this clause 19, this Agreement shall be binding on the parties and their respective successors and permitted assigns.