

## NCC Group Terms and Conditions For The Supply of Services (UK) - Definitions

<b>Affiliate</b>	means, in respect of a party, any entity that directly or indirectly Controls or is Controlled by, or is under common Control with, another entity
<b>Anti-Bribery Laws</b>	means any and all statutes, statutory instruments, by-laws, orders, directives, treaties, decrees and laws (including any common law, judgment, demand, order or decision of any court, regulator or tribunal) the aim of which is to prevent bribery and/or corruption in any jurisdiction.
<b>Authorisation Form</b>	has the meaning given to it in clause 4.2 of the General Terms and Conditions.
<b>Business Day</b>	means a day other than a Saturday, Sunday or public holiday in England.
<b>Cancellation Fees</b>	has the meaning given to it in applicable Service-Specific Modules.
<b>Client</b>	means the individual(s) and/or organisation(s) detailed as such in the Statement of Work.
<b>Client's Confidential Information</b>	means any Information that relates (in whole or in part) to the Client, its business, its Affiliates or their respective businesses including details of the Client's systems/equipment, procedures, network configuration and topology, passwords, private encryption keys that are disclosed by or on behalf of the Client in connection with the Contract and/or the provision of the Services but excluding Client's Customers' Confidential Information.
<b>Client's Customer</b>	means any direct customer or client of the Client.
<b>Client's Customers' Confidential Information</b>	means any Information that relates (in whole or in part) to a Client's Customer.
<b>Consultant</b>	means the identified individual(s) provided by NCC Group for the performance of the Services, whether they be an employee of NCC Group, an Affiliate or a Third Party Contractor.
<b>Contract</b>	Has the meaning given to it in clause 1.1 of the General Terms and Conditions.
<b>Control</b>	means the ability to direct the affairs of an entity, whether by virtue of the ownership of the majority of shares in that entity or the legal power to direct or cause the direction of the general management of that entity and "Controls" and "Controlled" shall be construed accordingly.
<b>Data Protection Legislation</b>	means the Data Protection Act 2018, UK GDPR, EU General Data Protection Regulation 2016/679 ('GDPR') and the Privacy and Electronic Communications (EC Directive) Regulations 2003, together with any related or ancillary legislation (in any relevant jurisdiction).
<b>Deliverable</b>	means all reports, documents, papers, designs, software, and all other materials in whatever form, including hard copy and electronic form, agreed to be prepared by NCC Group as part of the Services.
<b>Delete</b>	means deletion, destruction or, in the context of back-ups of data, ensuring said data is not readily available or accessible, e.g. by only holding it as part of encrypted general system back-ups which is not used to inform any decision relating to a Data Subject.
<b>Fees</b>	means (i) NCC Group's fees for the Services as detailed in the Statement of Works and the relevant Service-Specific Module(s), (ii) fees, costs and expenses arising pursuant to clause 7.3 of the General Terms and Conditions (involvement in disputes etc), and (iii) all reasonable expenses incurred in relation to the Services.
<b>Good Industry Practice</b>	means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in providing services of the same kind as the Services.

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<b>Indirect Client</b>	means (i) an Affiliate of the Client, or, (ii) subject to clause 4.5 of the General Terms and Conditions, a third party on whose behalf a Client is procuring Services.
<b>Information</b>	means confidential or proprietary information (whether written, oral, in electronic form or in any other media), including all tangible and intangible information designated as confidential by the discloser in writing and all other information which may, by its nature, be reasonably regarded as confidential but excluding personal data.
<b>Insolvency Situation</b>	means a party: (a) enters liquidation; (b) has a receiver, liquidator, administrator, trustee or an individual with a similar role appointed over any of its assets; (c) proposes to make arrangements with its creditors or goes into liquidation; or (d) suffers an event which is equivalent to any of the acts or events specified above in any jurisdiction.
<b>Intellectual Property Rights</b>	(or "IPRs") means all intellectual and industrial property rights of any kind whatsoever including patents, supplementary protection certificates, registered trade marks, registered designs, models, unregistered design rights, unregistered trade marks, rights to prevent passing off or unfair competition, copyright (whether in drawings, plans, specifications, designs and computer software or otherwise), database rights, topography rights, any rights in any invention, discovery or process, rights in formulae, methods, plans, inventions, discoveries, improvements, processes, performance methodologies, techniques, specifications, technical information, tests, results, reports, component lists, manuals and instructions, and applications for and rights to apply for any of the foregoing, in each case in the United Kingdom and all other countries in the world and together with all renewals, extensions, continuations, divisions, reissues, re-examinations and substitutions.
<b>Legitimate Recipient</b>	has the meaning given to it in clause 6.3.1 of the General Terms and Conditions.
<b>Liability</b>	means liability in or for breach of contract, Negligence, misrepresentation, tortious claim, restitution or any other cause of action whatsoever relating to or arising under or in connection with the Contract, including any liability under an indemnity, liability expressly provided for under the Contract or arising by reason of the invalidity or unenforceability of any term of the Contract (and for the purposes of this definition, all references to the Contract shall be deemed to include any collateral contract), and "Liable" shall be interpreted accordingly.
<b>NCC Group</b>	means the NCC Group legal entity identified in the Statement of Works or, if no such entity is identified, NCC Group Security Services Limited registered in England & Wales with company number 04474600.
<b>NCC Group Confidential Information</b>	means any Information that relates (in whole or in part) to NCC Group, its business, its Affiliates or their respective businesses in connection with the Contract and/or the provision of the Services, including pricing and details of NCC Group's methodologies, however disclosed.
<b>Negligence</b>	means the breach: (a) of any obligation, arising from the express or implied terms of a contract, to take reasonable care or exercise reasonable skill in the performance of the Contract; and (b) of any common law duty to take reasonable care or exercise reasonable skill (but not any stricter duty).
<b>Personal Data</b>	means personal data (as defined in the UK GDPR), to which NCC Group may (by or on behalf of the Client or Indirect Client) be granted or obtain access, during the course of the provision of the Services.
<b>Personal Data Form</b>	has the meaning set out in clause 9.6 (also known as the 'GDPR Form') as amended or updated in accordance with clause 9.6 of the General Terms and Conditions.
<b>Report</b>	has the meaning given to it in clause 6.3.1 of the General Terms and Conditions.

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<b>Service Description</b>	means a written description of one or more of the Services provided by NCC Group, usually entitled 'Service Description'.
<b>Service Portion</b>	means any day, phase or part of the Services.
<b>Standard Contractual Clauses</b>	means either (i) the standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, or (ii) Standard Data Protection Clauses to be issued by the Commissioner under S119A(1) Data Protection Act 2018, and includes the UK Addendum to the EU Commission Standard Contractual Clauses.
<b>Start Date</b>	has the meaning given to it in clause 5.1 of the General Terms and Conditions.
<b>Statement of Works</b>	shall be, in order of precedence should more than one exist in respect of the Services: (a) NCC Group's proposal for the Services (excluding any summary or overview sections), as may be later defined in more detail in a separate document entitled 'Statement of Works'; or (b) NCC Group's quote for the Services; or (c) other similar document(s) (including any online form) that sets out the Services and the Fees.
<b>System</b>	means the systems and networks which are relevant to the Services, together with any software, systems, networks, premises, equipment, data structures, protocols, computers, hardware and firmware linked to the same and data passing across or contained in any of the foregoing, which definition shall be extended to include the scope of any definition of 'System' included in a relevant Service-Specific Module.
<b>Term</b>	means the period during which the Services are provided by NCC Group.
<b>Third Party Contractor</b>	means a third party engaged by NCC Group to provide Services to the Client or Indirect Client(s).
<b>UK GDPR</b>	means the GDPR as transposed into the national law of the United Kingdom through the operation of section 3 of the European Union (Withdrawal) Act 2018.