

Terms and Conditions for ECS Online Systems (including the ECS Employer Portal and ECS Check - Client and Supply Chain)

The following Terms and Conditions apply to all organisations which are licensed by the JIB to use the ECS Employer Portal and ECS Check under licence from the JIB. These Terms and Conditions form the contractual terms between the JIB and the Licensed Organisation for the purposes of ECS applications, data protection and for general use of the systems.

The Electrotechnical Certification Scheme is partnered to the Construction Skills Certification Scheme (CSCS) and, where applicable, displays the CSCS logo to show compliance with the CSCS requirement of health, safety and environmental awareness for access to construction sites. ECS is an existing and established industry scheme that has been certifying individuals' skills for over 50 years.

The JIB is responsible for the administration of the ECS Health, Safety and Environmental Awareness Assessment (HS&E Assessment) in England, Wales and Northern Ireland. Separate terms and conditions apply to organisations that deliver the ECS HS&E Assessments under licence from the JIB and these can be found on the ECS website at www.ecscard.org.uk

The Employer Portal highlights the ECS cards registered to a company's employees and when they are due to expire. Companies can make electronic applications through the portal, with the facility to upload documents directly as part of the application process. Once an application has been made, the company can monitor the application progress through to the card being issued. All applications made via the Employer Portal are done so under the Terms and Conditions for the Electrotechnical Certification Scheme (ECS) which are available on the ECS website.

ECS Check is the online system which allows main contractors and clients to verify the skills and qualifications of electrical personnel working on projects. ECS already verifies applicants' qualifications in order to issue them with an ECS card.

Clients, main contractors and project managers can have confidence in the quality of the electrical workforce on their projects through ECS Check's online portal, which allows users to validate the electrical workforce on their projects through ECS Check's online portal and produce electronic summaries for auditing and reporting.

ECS Check allows the following:

- (i) Validation of Registered and Qualified Electricians and all other electrotechnical ECS card holders through web-based verification
- (ii) Shows Registered Electricians' BS7671 qualification status
- (iii) Contract compliance – gives confidence electricians on a project meet qualification requirements
- (iv) Real time auditing and reporting for instant administration and accountability
- (v) Allows customisable contract compliance criteria to be set for personnel on site
- (vi) Smartphone app allows ease of reference for checking projects on the go
- (vii) One system can give multiple site visibility to allow monitoring of staff across various projects

Access to the ECS Online Systems will be provided to licensed companies after successful application. Access is granted to the Company appointed staff through a two factor authentication using a website login and a mobile phone verification code.

1. Definitions

The following definitions will apply within these Terms and Conditions

- 1.1. 'ECS' – Electrotechnical Certification Scheme - the electrotechnical industry's scheme for the independent recognition and verification of qualifications, the grading of operatives and access to construction sites through its partnership with CSCS. The ECS is offered by the JIB to applicants who apply to be registered. Registration is dependent on the applicant's validated qualifications in order to obtain the grade or occupational discipline as defined within the rules of the scheme.
- 1.2. 'ECS Card' - the card issued under the rules of the ECS.
- 1.3. 'ECS Check' - the online system which allows main contractors and clients to verify the skills and qualifications of electrical personnel working on projects.
- 1.4. 'ECS Health, Safety and Environmental Assessment' (HS&E Assessment) – The test carried out by a candidate on health and safety awareness to comply with the requirements of the CSCS for access to construction sites.
- 1.5. 'Intellectual Property' - without limitation, all rights existing and/or arising from time to time in connection with discoveries, improvements, business methods, technologies, service marks, logos, database rights, and design.
- 1.6. 'JIB' – the Joint Industry Board for the Electrical Contracting Industry for England, Wales and Northern Ireland.
- 1.7. 'ECS Online Systems' - **comprising** the ECS Employer Portal and ECS Check – Contract Compliance systems.
- 1.8. 'ECS Online Systems Licence' – the agreement with a licensed organisation defining the scope and restrictions of the licensed organisation to use the ECS Online Systems.
- 1.9. 'Licensed Organisation' – an organisation that meets all the criteria set by the JIB to use the ECS Online Systems.

2. Interpretation

- 2.1. 'We', 'us' and 'our' refers to the JIB, whose registered office is at Unit 2, White Oak Square, London Road, Swanley, Kent, BR8 7AG.

3. ECS Systems Licence

- 3.1. The JIB will offer a licence to organisations which meet the criteria set for them to become a "Licensed Organisation".
- 3.2. Licensed Organisations must comply fully with these terms and conditions.

- 3.3. Licensed Organisations must only use the ECS Check service for their directly employed operatives, operatives engaged on projects of the Licensed Organisation and those within the supply chain of the Licensed Organisation.
- 3.4. The JIB has the right to withdraw a licence from any Licensed Organisation at any time.

4. Licensed Organisation's Responsibilities

- 4.1. Licensed Organisations can use the electronic web-based employer portal for ECS card applications within the terms of their licence.
- 4.2. Licensed Organisations can use the electronic web-based portal for ECS Check within the terms of their licence.
- 4.3. Licensed Organisations must:
 - 4.3.1. Ensure the security of the application system/process at all times.
 - 4.3.2. Only use the Employer Portal for their own directly employed staff within the scope of their licence.
 - 4.3.3. Ensure the identity of each ECS card applicant employed by the Licensed Organisation is verified.
 - 4.3.4. Ensure the requirements for ECS registration and card application, including health, safety and environmental awareness requirements, are fully met.
 - 4.3.5. Ensure the Licensed Organisation has a lawful basis for processing to make an ECS card application for each member of staff.
 - 4.3.6. Appoint one or more staff who will take responsibility to comply with the Licensed Organisation responsibilities.
 - 4.3.7. Provide all equipment, services and facilities necessary for the online system to be used within the organisation.
 - 4.3.8. Not save or download or in any other way store offline information obtained through the ECS Check system regarding subcontractors or those throughout the supply chain. For the avoidance of doubt, this will be a breach of the terms and conditions of use and may also be considered a misuse of data under relevant data protection legislation as per clause 15 of these terms and conditions.

5. JIB Responsibilities

- 5.1. The JIB will offer a licence to organisations that meet the criteria set for them to become a "Licensed Organisation" to utilise the ECS Online Systems by way of an online portal.
- 5.2. The JIB will provide an electronic web-based ECS card application service to Licensed Organisations. Paper applications or applications made directly by operatives are not accessible via the employer portal and will be treated as a standard application under the normal JIB applications terms and conditions.
- 5.3. The JIB will provide an electronic web based ECS Check service to Licensed Organisations.
- 5.4. The application service is designed to be delivered using web enabled electronic equipment that complies with the online services supported equipment.

6. Fees

- 6.1. The Licensed Organisation will pay to the JIB all the appropriate fees for ECS registration and card applications.
- 6.2. All fees are due at the time of purchase and must be paid in full to the JIB.
- 6.3. Value Added Tax will be payable by the Licensed Organisation and will be charged at the rate applicable under statute on the date of purchase.

- 6.4. The JIB reserves the right to annually review the charges and administration costs made. Any change in fees charged to a Licensed Organisation will be notified in writing.
- 6.5. Payment may be made by the Licensed Organisation in advance and held on account or by card payment. For orders over £250.00, Licensed Organisations may make payment via BACS.
- 6.6. Discounts for JIB member companies only apply where the Employer Portal is used or whether the Licensed Organisation has listed each individual on the system as an employee of the Licensed Organisation.
- 6.7. The current ECS fees for the various ECS cards can be found on the ECS website at www.ecscard.org.uk

7. Complaints

- 7.1. Our objective is to provide a high standard of service. However, we recognise that things can go wrong occasionally and if this occurs we are committed to resolving matters promptly and fairly.
- 7.2. If our standard of service has not been as expected and a Licensed Organisation wishes to make a complaint, the complaint should be made in writing to the JIB quoting the application reference (if applicable) and include a contact for correspondence.
- 7.3. Our complaints policy is available from the ECS card website (www.ecscard.org.uk) or we will send a copy on request.

8. Abusive and Aggressive Behaviour

- 8.1. We have the right to look after our staff and protect them from aggressive and abusive behaviour. We expect interaction with our staff to be professional in all situations.
- 8.2. If any organisation or person behaves aggressively or abuses our staff they will be dealt with according to our policy document on aggressive and abusive behaviour. A copy of the policy can be found on the ECS website (www.ecscard.org.uk).

9. Governing Law

- 9.1. These terms and conditions are governed by the Law of England.

10. Scope of the Service

- 10.1. ECS Check is available for projects in England, Wales and Northern Ireland. The service is not available for projects in Scotland.

11. Scotland

- 11.1. The Scottish Joint Industry Board (SJIB) is responsible for the administration of the ECS in Scotland. All enquiries regarding ECS in Scotland must be made to the SJIB by calling 0131 445 9216.

12. Logo

- 12.1. The ECS and the JIB logos are registered trademarks. The marks can only be used if express, prior approval has been received in writing from the JIB for each and every use of the mark. Requests for the use of the mark must be made in writing to the JIB.
- 12.2. In the case of either of the registered trademarks being used without the JIB's permission, appropriate action will be taken, which may include legal action.

13. Online services

- 13.1. The JIB may make certain online services available to Companies and/or Individuals through the website. A Licensed Organisation undertakes to use the online services in accordance with the online services description.
- 13.2. The JIB does not make any guarantee that the online services will be available at any time or that they will be uninterrupted or error free.
- 13.3. A Licensed Organisation may not use the website or any of the online services to undertake any act that breaches or may breach any applicable law, is fraudulent, defamatory, discriminatory, obscene, offensive, hateful or harassing, harms or attempts to harm any person, or transmits a virus or other software or code designed to adversely affect the operation of computer software or hardware.
- 13.4. The JIB reserves the right to terminate and/or change the online services at any time on notice to a Company and/or Individual.
- 13.5. The JIB will from time to time work with third parties to deliver the online services on their behalf. These third parties will be bound under the same terms and conditions as set out in this agreement.
- 13.6. Provisions regarding security of the systems used by the JIB for online services are contained in the JIB Privacy Policy available on the JIB website at www.jib.org.uk.
- 13.7. The JIB's online service combines a suite of services with the aim of supporting interested parties, ECS applicants and to maximise the benefits from holding an ECS card to both the cardholder and their employer. These services will normally be available 24 hours a day 7 days a week subject to scheduled maintenance windows and unforeseen interruption.
- 13.8. Supported System Requirements are in the document "IT Supported Systems" available from the Policies and Document link in the footer of the ECS card website www.ecscard.org.uk.

14. Variation of terms and conditions

- 14.1. The JIB has the right to vary these Terms and Conditions at any time. Any changes to these Terms and Conditions will be made available on the ECS Employer Portal and will take effect immediately (unless a later date is specified in the notice).
- 14.2. Nothing said by any person should be understood as a variation of these Terms and Conditions. The terms of this agreement cannot be varied or waived except in writing.
- 14.3. If the JIB fails to enforce any of the rights under these Terms and Conditions, it does not mean the JIB will not enforce them in the future. The JIB has the right to enforce these terms and conditions.

15. Force Majeure

- 15.1. The JIB shall not be liable for any loss or damage, costs, expenses or other claims for compensation arising as a direct or indirect result of breach or non-performance of any of its obligations under these terms and conditions due to any cause beyond reasonable control including, without limitation, any act of God, war, military operations, riot, accident, failure or shortage of fuel or power supplies, abnormally inclement weather, fire, flood, hurricane, drought, explosion, lightning, strike, lock out or trade dispute.

16. Data Protection

- 16.1. Personal data obtained by the JIB in relation to individuals is processed in accordance with current data protection legislation as updated, extended and modified from time to time and, for the avoidance of doubt, ECS and the Licensed Organisation agree to be bound by the terms of the GDPR Data Protection Sharing Compliance Schedule below.

- 16.2. Details of the JIB's Privacy Policy are available from the JIB website (www.jib.org.uk) or on request from the Data Protection Officer at dataprotectionofficer@jib.org.uk.
- 16.3. These terms and conditions of use should be read in conjunction with the GDPR Data Protection Sharing Compliance Schedule and the JIB Privacy Policy which sets out the processes, storage, security, confidentiality, breaches and further rights of data subjects in relation to the use of an individual's personal data.

GDPR Data Protection Sharing Compliance Schedule

1. Definitions and interpretation

1.1. In this Schedule:

Complaint	means a complaint or request relating to either party's obligations under Data Protection Laws relevant to this Agreement and/or the processing of any of the Shared Personal Data, including any compensation claim from a Data Subject or any notice, investigation or other action from a Data Protection Supervisory Authority relating to the foregoing (and Complainant means the Data Protection Supervisory Authority, Data Subject or other person initiating or conducting a Complaint);
Controller	has the meaning given in applicable Data Protection Laws;
Data Protection Laws	means, as applicable to either party and/or to the carrying out of: (a) validation and verification of registered and qualified electricians and all other electrotechnical ECS card holders through web-based verification, (b) verification of registered electricians' BS7671 qualification status, (c) customisable contract compliance criteria to be set for site personnel to ensure real time auditing and reporting for instant administration and accountability: <ul style="list-style-type: none"> (a) the GDPR; (b) the Data Protection Act 2018; (c) the Directive 2002/58/EC (ePrivacy Directive) and/or the Privacy and Electronic Communications (EC Directive) Regulations 2003; (d) any other applicable law relating to the processing, privacy and/or use of Personal Data, as applicable to either party and/or to : (a) validation and verification of registered and qualified electricians and all other electrotechnical ECS card holders through web-based verification, (b) verification of registered electricians' BS7671 qualification status, (c) customisable contract compliance criteria to be set for site personnel to ensure real time auditing and reporting for instant administration and accountability; (e) any laws which implement any such laws; and (f) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;
Data Protection Supervisory Authority	means any regulator, authority or body responsible for administering Data Protection Laws;
Data Subject	has the meaning given in applicable Data Protection Laws from time to time;
Data Subject Request	means a request made by a Data Subject to exercise any right(s) of Data Subjects under Data Protection Laws in relation to any of the Shared Personal Data or concerning the processing of such data;

GDPR	means the General Data Protection Regulation, Regulation (EU) 2016/679;
Permitted Lawful Basis	means that the processing of Personal Data is targeted and proportionate way of and therefore necessary as a matter of public safety, auditing and reporting, reducing the possibility of fraud and to ensure proper rigour of ECS as a scheme as contained within the JIB Privacy Policy Section 13: Legitimate Interest Assessment;
Permitted Purpose	means the Licensed Organisation's use of the Shared Personal Data for the purposes of: (a) validation and verification of registered and qualified electricians and all other electrotechnical ECS card holders through a web-based verification system, (b) verification of registered electricians' BS7671 qualification status, (c) contract compliance for site personnel to ensure real time auditing and reporting for administration and accountability purposes;
Personal Data	has the meaning given in applicable Data Protection Laws from time to time;
Personal Data Breach	has the meaning given in the GDPR;
processing	has the meaning given in applicable Data Protection Laws from time to time (and related expressions, including process , processed , processing , and processes shall be construed accordingly); and
Processor	has the meaning given in applicable Data Protection Laws;
Shared Personal Data	means Personal Data received by the Licensed Organisation from or on behalf of the JIB, or otherwise made available by the JIB for the Permitted Purpose.

1.2. Unless otherwise expressly stated in this Agreement the Licensed Organisation's obligations and the JIB's rights and remedies under this Schedule are cumulative with, and additional to, any other provisions of this Agreement.

2. Status of this Schedule and the parties

JIB shall be a Controller of the Shared Personal Data and the Licensed Organisation will be a Processor. If the parties share the Shared Personal Data, it shall be shared and managed in accordance with the terms of this Schedule.

3. Compliance with Data Protection Laws

The Licensed Organisation shall at all times comply with all Data Protection Laws in connection with the exercise and performance of its respective rights and obligations under this Agreement and the processing of the Shared Personal Data.

4. Obligations on the JIB

The JIB shall ensure prior to sharing the Shared Personal Data with the Licensed Organisation that all appropriate privacy notices have been made available to each relevant Data Subject, , as necessary to permit the sharing of the Shared Personal Data with the Licensed Organisation for the Permitted Purpose on the Permitted Lawful Basis as envisaged under this Agreement in accordance with Data Protection Laws. During the term of this Agreement, the JIB shall notify the Licensed Organisation if it becomes aware if a relevant Data Subject has requested that their Shared Personal Data is no longer processed by either party for the relevant processing.

5. Obligations on Licensed Organisation

5.1. The Licensed Organisation shall ensure that at all times:

5.1.1.it shall undertake all processing of the Shared Personal Data only for the Permitted Purpose in accordance with this Agreement and in all respects in accordance with Data Protection Laws;

5.1.2.it shall undertake processing of the Shared Personal Data only to the extent consistent with the Permitted Lawful Basis;

5.1.3.it shall not by any act or omission cause the JIB (or any other person) to be in breach of any Data Protection Laws; and

5.1.4.it shall promptly (and in any event within 10 Business Days) on request provide the JIB with: (a) all copies of all notices, records and information necessary to demonstrate its compliance with this Schedule; and (b) all records referred to in paragraph 10.

5.2. Licensed Organisations must ensure the information provided to the JIB as part of the ECS application is accurate and that the Licensed Organisation has a lawful basis for processing by passing this information to the JIB. By using this Employer Portal, Licensed Organisations confirm this statement to be true for each individual an ECS application is made via the Online Services for Licensed Organisations. Confirmation is sent to the individual once application is made by the Licensed Organisation.

5.3. Licensed Organisations may only use information provided in the ECS Check system for the purposes the system was designed. Where a Licensed Organisation produces information on a particular site or project, this will be stored for a period of 3 months. After this time, the information will be deleted as the system is only of relevance to transparency of contracts at a particular time and should not be used retrospectively.

6. Technical and organisational measures

6.1. The Licensed Organisation shall at all times:

6.1.1.put in place and maintain appropriate technical and organisational measures so as to ensure the protection of the rights of Data Subjects under Data Protection Laws and as otherwise required to meet the requirements of both parties under all Data Protection Laws;

6.1.2.implement and maintain appropriate technical and organisational measures to protect the Shared Personal Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access; and

6.1.3.without prejudice to any other obligation in this paragraph 6, implement technical and organisational security measures in accordance with the Licensed Organisation's Privacy Policy in line with Data Protection Laws.

- 6.2. The Licensed Organisation shall at all times ensure the processing of the Shared Personal Data shall be limited to the authorised personnel of the Licensed Organisation (or of a permitted third party under paragraph 7) that:
- 6.2.1. need to process it for the Permitted Purpose in accordance with this Agreement;
 - 6.2.2. are reliable and adequately trained on compliance with all Data Protection Laws and this Schedule; and
 - 6.2.3. are subject to (and comply with) a binding written contractual obligation to keep the Shared Personal Data confidential.

7. Disclosures to third parties

- 7.1. The Licensed Organisation shall be liable to the JIB for all acts and omissions of each of its staff and each of the third parties referred to in paragraph 7.2 (and of all third parties and staff acting directly or indirectly on its or their behalf) as if they were the acts and omissions of the Licensed Organisation. Each obligation in this Schedule on the Licensed Organisation to do, or refrain from doing, any thing shall include an obligation on the Licensed Organisation to ensure all such staff and third parties do, or refrain from doing, such thing.
- 7.2. The Licensed Organisation shall not engage nor permit any third party (other than its employees in accordance with this Agreement) to carry out any processing of any Shared Personal Data without the prior written consent of the JIB. If the JIB provides such consent the Licensed Organisation shall ensure at all times:
- 7.2.1. that all processing by such third parties is conducted in a manner consistent with the Permitted Lawful Basis, the Permitted Purpose, the Licensed Organisation's obligations under this Agreement and the restrictions on processing imposed on the Licensed Organisation under this Agreement; and
 - 7.2.2. without prejudice to the above, that each such third party carrying out any processing of the Shared Personal Data is subject to a binding written agreement regulating its processing of the Shared Personal Data which complies in all respects with the requirements of Data Protection Laws.
- 7.3. For clarity, data is intended to be shared via the ECS Check system for Clients and Supply Chain for the purposes of verifying the cardholder's identity, qualifications and other relevant ECS information. This system must be used as intended and in line with the JIB Privacy Policy. The JIB Privacy Policy contains details about ECS Check and the lawful basis for processing information.
- 7.4. Licensed Organisations must ensure the information provided to them by using the ECS Check service is not reproduced, copied, stored or in any other way passed to another party who does not have the right to access this information. Any breach of this policy must be notified to the JIB Data Protection Officer at dataprotectionofficer@jib.org.uk as soon as the Licensed Organisation becomes aware.
- 7.5. Personal data held by the JIB may be passed to third parties who have a legitimate interest in receiving it. For more information about legitimate interests please see the JIB Privacy Policy. If an individual is making a request via a third party (e.g. a solicitor) then confirmation will be required that the third party is acting on their behalf.
- 7.6. The ECS Check system works by sharing personal data of individuals nominated by the Licensed Organisation to a third party (such as a client or main contractor) where the individuals who are working on the nominated project under the control of the client or main contractor. The Licensed Organisation will share this data with the client or main contractor to demonstrate compliance with the contractual obligations of the project, as part of audit requirements or meet other statutory or contractual obligations.

7.7. The JIB does not share personal information of employees of the Licensed Organisation unless and until these individuals have been selected for a particular project by the Licensed Organisation for this purpose. Those with access to this information will be those selected employees of the client or main contractor who have the appropriate permissions in line with these terms and conditions and this Data Protection Schedule.

8. International transfers

The Licensed Organisation shall not transfer the Shared Personal Data to any country outside the United Kingdom or to any international organisation (as defined in the GDPR) without the JIB's prior written consent.

9. Data Subject Requests, Personal Data Breaches and Complaints

- 9.1. The Licensed Organisation shall promptly (and in any event within 12 hours) notify the JIB if the Licensed Organisation suspects or becomes aware of any actual or threatened occurrence of any Personal Data Breach in respect of any Shared Personal Data. The Licensed Organisation shall promptly (and in any event within 12 hours) provide all such assistance and information as the JIB requires to report any actual or suspected Personal Data Breach to a Data Protection Supervisory Authority and to notify affected Data Subjects under Data Protection Laws.
- 9.2. The Licensed Organisation shall promptly (and, in any event, within 12 hours of receipt) inform the JIB if it receives any Complaint or Data Subject Request. When receiving and responding to a Data Subject Request or a Complaint the Licensed Organisation shall consult in advance with the JIB and promptly comply with the JIB's instructions (if any).
- 9.3. Subject to the remainder of this Schedule, as between the parties, responsibility for compliance with and responding to:
 - 9.3.1. any Data Subject Request falls on the party which first received such Data Subject Request;
 - 9.3.2. any Complaint falls on the party which receives the Complaint from a Complainant;
 - 9.3.3. each party's respective obligations in respect of any Personal Data Breach (including notification of the Data Protection Supervisory Authority and/or Data Subject(s)) impacting or relating to any Shared Personal Data in the possession or control of the Licensed Organisation (or any third party with whom it has shared such data) falls on the Licensed Organisation; and
 - 9.3.4. each party's respective obligations in respect of any other obligation under Data Protection Laws (including any obligation to notify the Data Protection Supervisory Authority and/or Data Subject(s) of any other Personal Data Breach) falls on each party subject to such obligation(s).
- 9.4. Each party shall promptly co-operate with and provide reasonable assistance, information and records to the other to assist each party with their respective compliance with Data Protection Laws and in relation to all Complaints and Data Subject Requests.
- 9.5. The JIB's obligations under paragraphs 9.3 and 9.4 shall be performed at the Licensed Organisation's expense.

10. Records

The Licensed Organisation shall maintain complete, accurate and up to date written records of all of its processing of the Shared Personal Data and as necessary to demonstrate its compliance with this Schedule.

11. Retention

11.1. Except as required by applicable law in the United Kingdom the Licensed Organisation shall:

11.1.1. process each part of the Shared Personal Data for no longer than such processing is necessary for the Permitted Purpose and compliant with this Schedule and all Data Protection Laws subject to the requirements of ECS as set out in the JIB Privacy Policy; and

11.1.2. immediately confidentially, irrecoverably and securely destroy or dispose of all Shared Personal Data (and all copies) in its possession or control that can no longer be processed in accordance with paragraph 11.1.1.

12. Indemnity

12.1. The Licensed Organisation shall indemnify and keep indemnified the JIB against:

12.1.1. all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects (including compensation to protect goodwill and ex gratia payments), demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a Data Protection Supervisory Authority) arising out of or in connection with any breach by the Licensed Organisation of its obligations under this Schedule; and

12.1.2. all amounts paid or payable by the JIB to a third party which would not have been paid or payable if the Licensed Organisation's breach of this Schedule had not occurred.

13. Breach

Any breach by the Licensed Organisation of any of its obligations under this Schedule shall be regarded as being material for the purposes of this Agreement.

14. Costs

Except as expressly stated in this Agreement, each party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of this Schedule.

15. Survival

The provisions of this Schedule shall survive termination or expiry of this Agreement and continue indefinitely.