



THE Alzheimer
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Alzheimer Society of Ireland –Terms & Conditions – Services & Goods

WHEREAS:-

The following terms and conditions shall, unless otherwise agreed to in writing by The Alzheimer Society of Ireland apply to all purchases of Services & Goods (as defined or referred to in the Request for Quotation/Tender-) by Alzheimer Society of Ireland:

IT IS AGREED:-

1. PURCHASE

1.1. The supplier of the Services/Good identified in a quotation or contract, (“Service/Good Provider”) shall provide, and The Alzheimer Society of Ireland shall purchase the Services/Good on the execution by The Alzheimer Society of Ireland of a quotation (a “Quote”) or contract for the price and term or duration agreed and shown thereon.

1.2 These terms and conditions, together with the Request for Quotation, or Invitation to Tender apply to and form part of a contract between the Service/Good Provider and Alzheimer Society of Ireland, (the “Contract”). They supersede any previously issued terms and conditions of purchase or supply.

1.3 Every Request for Quotation for Services/Goods that is issued by The Alzheimer Society of Ireland to the Service/Good Provider shall incorporate these terms and conditions to the exclusion of all other terms and conditions, including any terms or conditions which the Service Provider/Good purports to apply under any acknowledgement or confirmation of order, quotation, specification, delivery note, invoice, or similar document.

1.4 No purported variation of these terms and conditions shall be effective unless specifically agreed in writing and signed by Alzheimer Society of Ireland-.

1.5 The Alzheimer Society of Ireland will not accept responsibility for any order which is not in writing from an authorised officer.

2. PERFORMANCE

2.1 The Services will be performed at The Alzheimer Society of Ireland ’s place of business, from the Service Provider’s place of business or at the address stated in the Quotation (as applicable).

2.2 If being performed at The Alzheimer Society of Ireland ’s place of business, the Services will be performed during The Alzheimer Society of Ireland ’s normal office hours on the date or within the period specified in the Quotation/Invitation to tender (or otherwise agreed by the parties in writing). Where no date for performance is specified, the Services shall be performed within a reasonable time.



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2.3 Except where no dates for performance are specified, time for the performance of the Services will be of the essence.

2.4 If the Services/Good are not performed on such date or within such period as stated in the Quotation/Invitation to Tender (or otherwise as agreed by the parties in writing), The Alzheimer Society of Ireland will be entitled, without prejudice to any of its other rights under the Contract or at law, to terminate the Contract by giving 30 days written notice to Service Provider.

2.5 Service/goods Provider will comply with all applicable standards, regulations and other legal requirements concerning the provision of the Service/goodss, and where Services are being provided at The Alzheimer Society of Ireland 's premises, the Service Provider shall follow all The Alzheimer Society of Ireland policies and procedures as notified to the Service Provider from time to time.

2.6 Service/goods Provider shall, in connection with the provision of the Service/goodss, for the duration and for a reasonable period thereafter provide all such other information, assistance and support as may be reasonably required by The Alzheimer Society of Ireland in order to receive the full benefit of the Service/goods.

2.7 Service/goods Provider shall, for the duration of this Contract, at reasonable times during normal business hours and subject to reasonable notice of not less than five (5) business days, provide The Alzheimer Society of Ireland and any professional representative(s) thereof with access to, and such copies of or extracts from, the records and information maintained by the Service/goods Provider in connection with the Service/goods as The Alzheimer Society of Ireland may reasonably require: (a) to audit the provision of the Service/goods or performance by the Service/good Provider of this Contract; and/or (b) to comply with any obligations applicable to The Alzheimer Society of Ireland under applicable law and regulatory requirements.

2.8 The Service/goods Provider shall use its reasonable endeavours to ensure that the provision of any the Service/goods does not unreasonably disrupt the business or operations of The Alzheimer Society of Ireland.

2.9 Except as stated in a Quotation/Invitation to Tender (or otherwise agreed in writing), in the event that any documents and/or materials are produced or provided by the Provider in the course of providing the Service/goods, the Service/goods Provider agrees that such documents and materials shall be owned by The Alzheimer Society of Ireland , and the Service/goods Provider hereby assigns (including by way of present assignment of future rights) all of its rights, title and interest (including the right to sue for past infringements) in such documents and materials to The Alzheimer Society of Ireland . The Service/goods Provider shall perform all necessary acts, and execute all necessary documents, to give effect to this clause 3.9.

2.10 These terms and conditions shall apply to any Service/goods which are, at The Alzheimer Society of Ireland 's choice, re-performed by Service/goods Provider due to deficiency.



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3. FAILURE OF SERVICES/GOODS TO MEET REQUIREMENTS

3.1 If any Services/Goods are provided which fail to comply with the provisions of the Contract (however slight the failure to meet those requirements) by reason of quality, nature, price, or (without limitation) any other reason, or are provided in error, then without prejudice to any other rights, The Alzheimer Society of Ireland may at its sole discretion and at Service/Good Provider's risk and expense, either:

3.4.1 reject the Services/Goods or any part thereof on the basis that a full refund for such Services/Goods shall be paid forthwith by the Service/Goods Provider; or

3.4.2 require immediate re-performance or rectification by provision of further services/Goods which are in accordance with the Quotation, at the Service/Goods Provider's expense; or

3.4.3 purchase equivalent services/Goods elsewhere at no additional cost to The Alzheimer Society of Ireland; or

3.4.4 refuse to accept any further provision of Services/Goods upon failure to meet agreed timeframes or failure to meet quality, without liability. The Alzheimer Society of Ireland shall have the right to claim compensation for all its resulting costs and expenses. The making of any prior payment shall not prejudice The Alzheimer Society of Ireland's rights in this regard.

4. PAYMENT

4.1 In consideration of the provision of the Services/Goods, The Alzheimer Society of Ireland shall pay Service/Goods Provider in accordance with agreed prices and rates as stated in the Quotation/Invitation to Tender (the "Price").

4.2 The Price may not be increased without the prior written consent of The Alzheimer Society of Ireland and shall be inclusive of any and all expenses and costs or other impositions chargeable or leviable on the Services/Goods and of any other sums whatsoever payable to any person in respect of the Services/Goods incurred by Service/Goods Provider in relation to the Services/Goods and their delivery unless otherwise agreed.

4.3 Service/Goods Provider will only invoice The Alzheimer Society of Ireland on or after full performance of the Services (or otherwise as agreed in writing by the parties).

4.4 If any sums are due to The Alzheimer Society of Ireland from the Service/Goods Provider, then The Alzheimer Society of Ireland shall be entitled to exercise the right to set-off such sums against any payments due to Service /Goods Provider from The Alzheimer Society of Ireland, whether such liability is present or future, liquidated or unliquidated or under or in relation to this or any other Contract. Service /Goods Provider shall not be entitled to apply any amounts due to The Alzheimer Society of Ireland under the Contract in or towards payment of any sum owing by The Alzheimer Society of Ireland to Service/Goods Provider in relation to any matter whatsoever.

4.5 Any money paid by The Alzheimer Society of Ireland to Service/Goods Provider in respect of any Services/Goods rejected under these terms and conditions (together with any additional



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expenditure over and above the Price specified in the Quotation/Invitation to Tender reasonably incurred by The Alzheimer Society of Ireland in obtaining other goods in replacement of any rejected Services) will be paid by Service/Goods Provider to The Alzheimer Society of Ireland within fourteen (14) days of the date of The Alzheimer Society of Ireland notice demanding the same or, at The Alzheimer Society of Ireland 's sole option, shall be deducted from any money still to be paid by The Alzheimer Society of Ireland to Service/Goods Provider in relation to such Services/Goods.

4.6 All sums payable under the Contract shall be inclusive of Value Added Tax ("VAT") (and any other similar or equivalent taxes, duties, fees and levies imposed from time to time by any government or other authority). Where it is agreed that VAT shall be paid by The Alzheimer Society of Ireland, Service/Goods Provider shall show as a separate item in its invoice the amount of such VAT in EUR, including any exchange rate used, where applicable.

4.7 Invoices and Monthly Statement prepared pursuant to these terms and conditions to be expressed in EUR, unless specifically designated otherwise in the Request for Quotation. Unless agreed otherwise in a Contract between Service/Goods Provider and The Alzheimer Society of Ireland, payment by The Alzheimer Society of Ireland is due thirty (30) days after receipt of a valid Service/Goods Provider's invoice.

4.7.1 Service/Goods Provider shall issue an invoice for each order.

4.7.2 The invoice shall be emailed in pdf format directly to the service manager of The Alzheimer Society of Ireland location to which the goods/services are being provided.

The invoice must reference the cost centre and department code that relates to the service that the goods/services are being provided i.e. 201 DC1. This reference can be provided to the Service Provider by the Alzheimer Society Service Manager.

4.7.3 The supplier name on the invoice must agree to the Quote.

4.7.4 The invoice nature, quantity, value and currency must be the same as on the Quote.

4.7.5 The description on the invoice must reasonably match that on the Quote.

4.7.6 Invoices received without an order being submitted will be returned.

4.7.7 A single monthly statement shall be submitted by Service/Goods Provider within three (3) working days of month end. It should be sent to the accounts department at accounts@alzheimer.ie. This statement shall include a breakdown showing all individual invoice charges for the month.

4.7.8 In the event that The Alzheimer Society of Ireland wishes to dispute any part of an invoice, The Alzheimer Society of Ireland must notify Service/Goods Provider within fifteen (15) working days of receipt of the invoice explaining the reason for the dispute, and the amount disputed. If Service/Goods Provider is not notified of a disputed invoice within this time frame, the invoice will be deemed undisputed and will be due and payable in accordance with these terms and conditions. The disputed sum will be referred to The Alzheimer Society of Ireland Accounts



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Department whose details are set out above and the parties will negotiate acting reasonably to resolve the dispute.

4.7.9 Payment of invoices shall not constitute acceptance of or be deemed acceptance of unsuitable, deficient, or non-conforming Services/Goods and nor shall it be construed as a waiver of any of The Alzheimer Society of Ireland 's rights or remedies under the Contract.

4.8 Tax Clearance Certificates Where cumulative payments exceed €10,000 (including VAT), in a 12 month rolling period, the Service/Goods Provider must be in possession of a valid Tax Clearance Certificate (TACN) from the Irish Revenue Commissioners and must be submitted to The Alzheimer Society of Ireland. This applies to both Irish Resident suppliers and Non-Resident suppliers.

4.9 E-Payment. Payments in respect of all invoices are made by electronic funds transfer only. To receive payment for your supply of Services/Goods to The Alzheimer Society of Ireland the Service/Goods Provider's business bank details must be submitted to the service manager of The Alzheimer Society of Ireland location to which the goods/services are being provided. This manager will ask the Service Provider to complete a New Supplier Form. This should be completed by the service provider and returned to the service manager.

4.10 Any queries on invoices should be addressed to the Accounts Department at accounts@alzheimer.ie

5. INDEPENDENT CONTRACTOR

5.1 Service/Goods Provider is an independent contractor and neither it nor its sub-contractors or its or their employees or agents are the sub-contractor, agent or employee of The Alzheimer Society of Ireland, and they shall not hold themselves out to be so.

5.2 Service/Goods Provider shall comply with all applicable laws, ordinances, statutes, orders, rules and regulations of any governmental authority having jurisdiction ("Laws") and shall, unless otherwise stipulated in the Quotation, obtain and pay for all licenses and permits necessary for the provision of Services/Goods in accordance with such Laws.

CONFLICT OF INTEREST

Please inform ASI of any potential conflict of interest that may arise as a result of the signing of this agreement. ASI will inform you if it becomes aware of any conflict of interest relevant to this agreement. ASI has policy safeguards that can be implemented if a conflict arises. Where conflicts are identified which cannot be managed, we will inform you promptly. If there is a conflict of interest that is capable of being addressed successfully by the adoption of suitable safeguards then ASI will adopt those safeguards.

6. WARRANTIES

6.1 Service/Goods Provider hereby represents and warrants that it shall:



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6.1.1 ensure that it is duly authorised to enter into all relevant contracts and has obtained all necessary corporate approvals to do so;

6.1.2 have all consents, licences and authorisations required by Laws which are necessary to supply the Services/Goods;

6.1.3 ensure that the Contract is executed by a duly authorised signatory on behalf of the Service/Goods Provider;

6.1.4 provide documentation which includes clear explanations about the Services/Goods and their uses;

6.1.5 observe and ensure that Service/Goods Provider Personnel observe all health and safety rules and regulations and any other security requirements that apply; and

6.1.6 keep The Alzheimer Society of Ireland- fully informed of all activities concerning the Services/Goods and provide The Alzheimer Society of Ireland -with activity reports on request.

6.2 Service/Goods Provider represents and warrants that all Services/Goods and any associated materials or deliverables provided hereunder shall:

6.2.1 be provided with all due skill, care and diligence;

6.2.2 conform in all respects with the Quotation and any additional conditions;

6.2.3 comply in all respects with all Laws;

6.2.4 be provided by appropriately qualified and trained personnel;

6.2.5 be fit for any purpose for which they are supplied and/or for which The Alzheimer Society of Ireland makes Service/Goods Provider aware;

6.2.6 not infringe the intellectual property rights of any third party;

6.2.7 be performed to such standards of quality generally observed in the relevant industry for similar services/Goods

7. INDEMNITY

7.1 The Service/Goods Provider shall indemnify The Alzheimer Society of Ireland and its affiliates and employees against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect, or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other reasonable professional costs and expenses) suffered or incurred by The Alzheimer Society of Ireland as a result or in connection with:

7.1.1 any claim made against The Alzheimer Society of Ireland for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the supply, or use, of the Services/Goods;



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7.1.2 any claim made against The Alzheimer Society of Ireland by a third party arising out of or in connection with the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Service/Goods Provider, its employees, agents or subcontractors.

7.2 This clause 8 shall survive termination of the Contract.

8. LIMITATION OF LIABILITY

8.1 In no event will The Alzheimer Society of Ireland's total liability for damages and actions based on contract or tort arising out of or in connection with an Order exceed the amount due under the Quote.

8.2 In no event shall The Alzheimer Society of Ireland be liable for any indirect or consequential loss suffered by Service/Goods Provider.

9 CONFIDENTIALITY

9.1 Each party acknowledges that it may have access to or become acquainted with confidential or proprietary information relating to the business or affairs of the other party including, but not limited to, know-how and trade secrets ("Confidential Information"). Save as provided for by law, both parties agree to maintain in confidence and not disclose, reproduce or copy any Confidential Information which is provided to the other party hereunder at any time except to the extent reasonably required by the other party to exercise its rights and/or perform its obligations under or in connection with the Contract.

9.2 Each party may disclose the other party's Confidential Information:

9.2.1 to its employees, agents and subcontractors who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, agents and subcontractors to whom it discloses the other party's Confidential Information comply with this clause 11; and The Alzheimer Society of Ireland - Terms & Conditions - Services/Goods 5 ASI Terms & Conditions for Purchases (Services) V.1 July 2022

9.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

9.3 Neither party shall use the other party's Confidential Information for any purpose other than to exercise its rights and/or perform its obligations under or in connection with the Contract.

9.4 The obligations in this clause 11 shall not apply in relation to any information which is in the public domain (otherwise than due to breach of this clause).

9.5 This clause 11 shall survive the termination of the Contract.

10. FORCE MAJEURE

10.1 Neither party will be liable for failure or delay in the performance of its obligations under the Contract due to causes beyond its reasonable control including but not limited to an act of God; war; revolution; riots or civil unrest; fire, flood, explosion, earthquake or other natural disaster; strike,



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lockout or boycott or other industrial action (other than in respect of a party's own staff); or governmental regulation (a "Force Majeure Event") or pandemic.

10.2 Any party that is subject to a Force Majeure Event shall not be in breach of these terms and conditions provided that: (a) it promptly notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance; and (b) it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and (c) it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under these terms and conditions in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.

10.3 In circumstances where a Force Majeure Event lasts for more than 45 days, then the party unaffected by the Force Majeure Event shall be entitled to terminate the Contract forthwith on written notice to the affected party.

11. ASSIGNMENT

Service/Goods Provider shall not be entitled to assign a Contract or any part thereof without [The Alzheimer Society of Ireland](#)'s prior written consent.

12. SUB-CONTRACTING

12.1 Service/Goods Provider shall not sub-contract all or any part of its obligations under this Contract without The Alzheimer Society of Ireland's prior written consent.

12.2 Service/Goods Provider shall remain fully responsible to The Alzheimer Society of Ireland for those elements performed by its sub-contractors and for the acts and omissions of all its sub-contractors to the same extent as it is for the acts and omissions of persons directly employed by it.

13. CANCELLATION AND TERMINATION

13.1 The Alzheimer Society of Ireland may cancel an order in whole or in part at any time before the full performance of the Services/Goods by written or electronic notice, whereupon the Service/Goods Provider shall discontinue all work under the Contract. The Alzheimer Society of Ireland shall pay the Supplier fair and reasonable compensation for any work in progress on the Services/Goods at the time of cancellation, but such compensation shall not include loss of anticipated profits or any consequential loss. To the maximum extent possible, Service/Goods Provider shall mitigate all costs relating to the Order immediately upon receipt of cancellation under this clause 19.

13.2 The Alzheimer Society of Ireland may terminate the Contract at any time by giving 30 days notice, in writing to the Service/Goods Provider if:

13.2.1 the Service/Goods Provider commits a material breach of the Contract which is not remediable, or which is not remedied within thirty (30) days of receiving written notice of such breach;



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13.2.2 any consent, licence or authorization held by Service/Goods Provider is revoked or modified such that Service/Goods Provider is no longer able to comply with its obligation under the Contract or receive any benefit to which it is entitled;

13.2.3 being a company, an LLP or a partnership Service/Goods Provider has a petition presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for its winding up (otherwise than for the purposes of a solvent bona fide amalgamation or reconstruction) or compounds with its creditors, or if the Service/Goods Provider becomes insolvent, or an administrator is appointed to it or a receiver, liquidator, examiner or similar officer is appointed in respect of all or any part of its business or assets, or being an individual Service /Goods Provider dies, or becomes bankrupt or insolvent, or enters into any arrangement with creditors or takes or suffers any similar action in consequence of debts; or

13.2.4 Service/Goods Provider ceases or threatens to cease to carry on business or permits any judgment against it to remain unsatisfied for seven (7) days.

13.3 The termination of the Contract shall be without prejudice to the rights and remedies of either party which may have accrued up to the date of termination.

14. INSURANCE

If Service/Goods Provider's work involves operations by Service Provider on The Alzheimer Society of Ireland's premises or at any of The Alzheimer Society of Ireland's customers or at any place where The Alzheimer Society of Ireland conducts operations, the Service/Goods Provider shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and except to the extent that such injury is due solely and directly to The Alzheimer Society of Ireland's negligence, the Service/Goods Provider shall indemnify The Alzheimer Society of Ireland against all loss which may result in any way from any act or omission of Service/Goods Provider, its employees, servants, agents or sub-contractors and Service/Goods Provider shall maintain such professional indemnity, public liability, personal injury and property damage and employer's liability and compensation insurance as will protect The Alzheimer Society of Ireland from said risks and shall produce evidence of such insurance upon request by The Alzheimer Society of Ireland .

15. DATA PROTECTION

15.1 The parties agree to comply with applicable data protection law ("Data Protection Law") in relation to their obligations under the Contract.

15.2 The ASI privacy statement located here - <https://alzheimer.ie/privacy-statement/>

15.3 The Service /Goods Provider acknowledges that, where the parties have agreed that in providing the Services/Goods under this Contract the Service/Goods Provider will process personal data on behalf of The Alzheimer Society of Ireland-, the following sub-clauses shall apply. In such circumstances, the Service/Goods Provider acknowledges that The Alzheimer Society of Ireland -is the controller and the Service/Goods Provider is a processor and the Service/Goods Provider agrees that:



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(a) the Service/Goods Provider processes the type of personal data in relation to the category(ies) of data subjects in each case as described in the relevant Quotation or other document agreed between the parties as describing the personal data processing for the purposes of this clause 22 as required by this Contract, on behalf of The Alzheimer Society of Ireland-, for the duration of the Contract. The obligations and rights of The Alzheimer Society of Ireland- shall be as set out in this -Contract;

(b) the Service/Goods Provider will only process such personal data in accordance with the documented instructions of The Alzheimer Society of Ireland , including with regard to transfers of personal data to a third country and solely as strictly necessary for the performance of its obligations under this Contract unless otherwise required to do so by EU or Member State law, in which case the Service/Goods Provider shall inform The Alzheimer Society of Ireland of that legal requirement before processing (unless the law prohibits the provision of such information);

(c) the Service/Goods Provider shall ensure that the persons authorised by the Service/Goods Provider to process such personal data are bound by appropriate confidentiality obligations;

(d) the Service/Goods Provider shall implement such technical and organisational security measures as are required to comply with the data security obligations under Data Protection Law;

(e) the Service/Goods Provider shall not engage any sub-processor without the prior written consent of The Alzheimer Society of Ireland- and where The Alzheimer Society of Ireland- has consented to the appointment of a sub-processor, the Service/Goods Provider shall not replace or engage other sub processors without the prior written consent of The Alzheimer Society of Ireland ;

(f) where any permitted sub-contractor of the Service/Goods Provider will be processing such personal data on behalf of The Alzheimer Society of Ireland-, the Service Provider shall ensure that a written contract exists between the Service/Goods Provider and the sub-contractor containing clauses equivalent to those imposed on the Service/Goods Provider in this clause 22.3. In the event that any sub-processor fails to meet its data protection obligations, the Service/Goods Provider shall remain fully liable to The Alzheimer Society of Ireland- for the performance of the sub-processor's obligations;

(g) the Service/Goods Provider shall inform The Alzheimer Society of Ireland -immediately in the event of receiving a request from a data subject to exercise their rights under Data Protection Law and provide such cooperation and assistance as may be required to enable The Alzheimer Society of Ireland -to deal with such request in accordance with the provisions of Data Protection Law;

(h) the Service/Goods Provider shall assist The Alzheimer Society of Ireland- by implementing appropriate technical and organisational measures to allow The Alzheimer Society of Ireland -to comply with requests from data subjects to exercise their rights under Data Protection Law;

(i) the Service/Goods Provider shall assist The Alzheimer Society of Ireland -in ensuring compliance with its obligations in respect of security of personal data, data protection impact assessments and prior consultation requirements under Data Protection Law;



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(j) when the Service/Goods Provider ceases to provide services/Goods relating to data processing the Service/Goods Provider shall:

(A) at the choice of The Alzheimer Society of Ireland-, delete or return all such personal data to The Alzheimer Society of Ireland ; and

(B) delete all existing copies of such personal data unless EU law or the laws of an EU Member State require storage of the personal data;

(k) the Service/Goods Provider shall: (A) make available to The Alzheimer Society of Ireland all information necessary to demonstrate compliance with the obligations laid down in this clause 22.1; and (B) allow for and assist with audits, including inspections, conducted by The Alzheimer Society of Ireland or another auditor mandated by The Alzheimer Society of Ireland , in order to ensure compliance with the obligations laid down in this clause 22.1, including its data security obligations under Data Protection Law, provided however that The Alzheimer Society of Ireland shall be entitled, at its discretion, to accept adherence by the Service/Goods Provider to an approved code of conduct or an approved certification mechanism to aid demonstration by the Service/Goods Provider that it is compliant with the provisions of this clause 22.1;

(l) the Service/Goods Provider shall inform The Alzheimer Society of Ireland- immediately if, in its opinion, it receives an instruction from The Alzheimer Society of Ireland -which infringes Data Protection Law;

(m) the Service/Goods Provider shall notify The Alzheimer Society of Ireland without undue delay after becoming aware of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed and provide The Alzheimer Society of Ireland with such co-operation and assistance as may be required to mitigate against the effects of, and comply with any reporting obligations which may apply in respect of, any such breach; and

(n) no such personal data shall be transferred outside of the European Economic Area by the Service/Goods Provider or any of its agents or sub processors without the prior written consent of The Alzheimer Society of Ireland which consent may be subject to terms and conditions (including, that the data importer enters into model clauses in the form approved by the European Commission and, where relevant, complies with the provisions regarding sub-processors contained in such model contracts The Service/Good Provider shall comply with the requirements of Data Protection Law in respect of transfers of such personal data outside of the European Economic Area, to the extent that The Alzheimer Society of Ireland consents to any such transfer

23. NON-SOLICITATION

The Service Provide/Good r shall not any time during the term of the Contract, and for a further period of twelve (12) months after its termination or expiry, for any reason whatsoever, directly or indirectly solicit or entice, or endeavour to solicit or entice, away from The Alzheimer Society of Ireland any of its employees or other officers.



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16. NOTICES

16.1 Any demand, notice or communication shall be deemed to have been duly served:-

16.1.1 If delivered by hand, when left at the proper address for service/Good (except that where such delivery is not on a working day, service shall be deemed to occur on the next following working day).

16.1.2 If given or made by prepaid post, two working days after being posted.

16.2 Any demand notice or communication shall be made in writing to the recipient at its registered offices, or in the case of The Alzheimer Society of Ireland, National Office, Temple Rd, Rockfield, Blackrock, Co Dublin (or such other address as may be notified in writing from time to time) marked for the attention of the Procurement Manager, The Alzheimer Society of Ireland.

17. WAIVER

17.1 Failure to exercise or delay in exercising on the part of either party any right, power or privilege of that party under the Contract shall not in any circumstances operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege in any circumstances preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

17.2 Any waiver of a breach of any of the terms hereof or of any default hereunder shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms.

18. HEADINGS

The headings to the clauses of these terms and conditions shall not affect the construction of these terms and conditions.

19. SEVERABILITY If any part of these terms and conditions is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable, then such part shall be severed from the remainder of these terms and conditions which will continue to be valid and enforceable to the fullest extent permitted by law.

20. APPLICABILITY AND LAW

These terms and conditions shall be governed and construed by the laws of Ireland and the parties agree to submit to the exclusive jurisdiction of the Irish Courts.