

**STANDARD TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS, SERVICES AND HIRE
EQUIPMENT OF CELNOR GROUP LIMITED (AND ITS SUBSIDIARIES AND RELATED ENTITIES)**

1 INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Affiliate: in relation to a party, any subsidiary, holding company or subsidiary of that holding company from time to time.

Applicable Laws: all applicable laws, statutes, regulations and codes from time to time in force.

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Commencement Date: has the meaning given in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 19.4.

Contract: the contract between the Customer and the Supplier for the supply of Goods and/or Services and/or the hire of the Equipment, in accordance with these Conditions.

control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be interpreted accordingly.

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.

Customer: means the relevant Celnor Group entity identified in, placing or otherwise making the relevant Order.

Customer Materials: has the meaning set out in clause 5.3.9.

Data Protection Legislation: (a) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of Personal Data; and (b) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Customer or Supplier is subject, which relates to the protection of Personal Data.

Deemed Employment: an engagement to which section 61M(1)(d) of the Income Tax (Earnings and Pensions) Act 2003 applies.

Deliverables: all documents, products, designs, software, reports, specifications, plans and other materials or items of any kind (including drafts) developed, provided or to be provided by or on behalf of the Supplier as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

Delivery Date: the date for delivery of the Equipment or Goods specified in the Order, or as otherwise agreed in writing between the parties.

Delivery Location: the address for delivery of the Goods and/or Equipment as set out in the Order.

Domestic Law: the law of the United Kingdom or a part of the United Kingdom.

Equipment: the equipment, machinery, tools, plant, vehicles, accessories, manuals, instructions and any related items to be hired by the Customer from the Supplier as set out in the Order, including any substitutions, replacements of such equipment.

EU GDPR: the General Data Protection Regulation ((EU) 2016/679).

EU Law: the law of the European Union or any member state of the European Union.

Force Majeure Event means any circumstance not within a party's reasonable control.

Goods: the goods (or any part of them) set out in the Order.

Goods Specification: any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier.

Hire Charges: the charges payable by the Customer for the hire of Equipment, as set out in the Order.

Hire Contract: a Contract which relates to the hire of Equipment or that part of a Contract that relates to the hire of Equipment.

Hire Period: the period during which the Equipment is hired by the Customer, as set out in the Order, commencing on completion of delivery of the Equipment to the Delivery Location and ending on the date agreed in the Order or, if earlier, on termination of the Hire Contract.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection, in each case which subsist or will subsist now or in the future in any part of the world.

Losses: all liabilities, damages, losses (including loss of profits, loss of business, loss of reputation, loss of savings and loss of opportunity), fines, expenses and costs (including all interest, penalties, legal costs (calculated on a full indemnity basis) and professional costs and expenses).

Order: any purchase order, booking, call-off, acceptance of a quotation, instruction or other communication by which the Customer requests or agrees to purchase Goods and/or Services and/or hire Equipment from the Supplier, whether made orally, in writing, by email, electronically or by any other means.

Representatives: a party's employees, officers, representatives, contractors, subcontractors or advisers.

Services: the services, including any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification.

Service Specification: the description or specification for Services agreed in writing by the Customer and the Supplier.

Supplier: the person or firm from whom the Customer purchases the Goods and/or Services and/or hires the Equipment.

TUPE means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246), as amended from time to time.

UK GDPR: has the meaning given in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

VAT: value added tax (or any other sales tax) chargeable in the UK from time to time.

1.2 Interpretation:

- 1.2.1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.2.2 A reference to a party includes its personal representatives, successors and permitted assigns.
- 1.2.3 A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- 1.2.4 Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- 1.2.5 A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006. A reference to **writing** or **written** excludes fax but not email.

2 BASIS OF CONTRACT

- 2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services and/or to hire Equipment from the Supplier in accordance with these Conditions.
- 2.2 The Order shall be deemed to be accepted on the earlier of:
 - 2.2.1 the Supplier accepting the Order, whether orally, in writing, electronically or by any other means; or
 - 2.2.2 any act by the Supplier consistent with fulfilling the Order,at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or that are implied by law, trade custom, practice or course of dealing.
- 2.4 All of these Conditions shall apply to the supply of both Goods and Services and hire of Equipment, except where the application to one or the other is specified.
- 2.5 The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.

3 SUPPLY OF GOODS

- 3.1 The Supplier shall ensure that the Goods:
 - 3.1.1 correspond with their description and any applicable Goods Specification;
 - 3.1.2 are of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer, expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgement;

- 3.1.3 where they are manufactured products, be free from defects in design, materials and workmanship and remain so for the period set out in the Goods Specification or in the absence of any such period for the greater of twelve (12) months after delivery and the Supplier's or the manufacturer's standard warranty period for such Goods; and
- 3.1.4 comply with all Applicable Laws and other statutory and regulatory requirements including those relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 3.2 The Supplier shall ensure that it has and at all times maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.
- 3.3 The Customer may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.
- 3.4 If following such inspection or testing the Customer considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings at clause 3.1, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 3.5 The Customer may conduct further inspections and tests after the Supplier has carried out its remedial actions.

4 DELIVERY OF GOODS

- 4.1 The Supplier shall ensure that:
 - 4.1.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
 - 4.1.2 each delivery of the Goods is accompanied by a delivery note that shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - 4.1.3 if the Supplier requires the Customer to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.
- 4.2 The Supplier shall deliver the Goods:
 - 4.2.1 on the Delivery Date;
 - 4.2.2 at the Delivery Location; and
 - 4.2.3 during Business Hours or as instructed by the Customer.
- 4.3 Delivery of the Goods is completed on the completion of unloading of the Goods at the Delivery Location.
- 4.4 If the Supplier:
 - 4.4.1 delivers less than 95% of the quantity of Goods ordered, the Customer may reject the Goods; or
 - 4.4.2 delivers more than 105% of the quantity of Goods ordered, the Customer may reject the Goods or the excess Goods,

and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and the Customer accepts the delivery, the Supplier shall make a pro rata adjustment to the invoice for the Goods.

- 4.5 The Supplier shall not deliver the Goods in instalments without the Customer's prior written consent. If delivery of the Goods by instalments is agreed, the Supplier shall invoice and the Customer shall pay each instalment separately. However, failure by the Supplier to deliver any one instalment on time or at all, or any defect in an instalment shall entitle the Customer to the remedies set out in clause 7.1.
- 4.6 Risk in the Goods shall pass to the Customer on completion of delivery.
- 4.7 Title in the Goods shall pass to the Customer upon payment in full for the Goods..
- 4.8 Notwithstanding clause 4.7, the Customer may resell or use the Goods in the ordinary course of its business before the Supplier receives payment in full for the Goods. However, if the Customer resells the Goods before that time:
 - 4.8.1 it does so as principal and not as the Supplier's agent; and
 - 4.8.2 title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.

5 SUPPLY OF SERVICES

- 5.1 The Supplier shall from the Commencement Date or such other date as may be agreed in writing by the parties and for the duration of the Contract supply the Services to the Customer in accordance with the terms of the Contract.
- 5.2 The Supplier shall meet any performance dates for the Services specified in the Order or that the Customer notifies to the Supplier and time is of the essence in relation to any of those performance dates.
- 5.3 In providing the Services, the Supplier shall:
 - 5.3.1 co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
 - 5.3.2 perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade and all Applicable Laws;
 - 5.3.3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
 - 5.3.4 ensure that the Services will conform with all descriptions, standards and specifications set out in the Service Specification and with all Applicable Laws, and that the Deliverables shall be fit for any purpose that the Customer expressly or impliedly makes known to the Supplier and shall be in accordance with all Applicable Laws;
 - 5.3.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - 5.3.6 use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Customer, will be free from defects in workmanship, installation and design;
 - 5.3.7 obtain and at all times maintain all licences and consents which may be required for the provision of the Services;

- 5.3.8 observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises;
- 5.3.9 hold all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier (**Customer Materials**) in safe custody at its own risk, maintain the Customer Materials in good condition until returned to the Customer, and not dispose of or use the Customer Materials other than in accordance with the Customer's written instructions or authorisation;
- 5.3.10 not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Services;
- 5.3.11 comply with any Customer policies which are notified to it from time to time; and
- 5.3.12 comply with any additional obligations as set out in the Service Specification.

6 HIRE OF EQUIPMENT

- 6.1 Where the Order includes the hire of Equipment, the Supplier shall hire the Equipment to the Customer for the Hire Period in accordance with the Hire Contract.
- 6.2 Unless expressly stated otherwise in the Order:
 - 6.2.1 the hire of Equipment is for the Hire Period only;
 - 6.2.2 the Hire Contract does not constitute a finance lease, hire purchase arrangement or other arrangement for the acquisition of ownership of the Equipment; and
 - 6.2.3 no title to, or ownership of, the Equipment shall transfer to the Customer.
- 6.3 The Hire Period shall not be extended unless agreed in writing by the Customer.
- 6.4 The Supplier shall deliver the Equipment, or make it available for collection by the Customer (as agreed between the parties in writing):
 - 6.4.1 on the Delivery Date;
 - 6.4.2 at the Delivery Location; and
 - 6.4.3 during Business Hours or at such other time as the Customer may reasonably require.
- 6.5 The Supplier shall ensure that the Equipment:
 - 6.5.1 is properly secured (and where relevant packed) in such manner as to enable it to reach the Delivery Location in good condition;]
 - 6.5.2 is accompanied by a delivery note showing the date of the Order, the Order number, the type and quantity of Equipment delivered, and any relevant usage, storage, maintenance, health and safety or handling instructions;
 - 6.5.3 is accompanied by all manuals, instructions, safety information, certificates, inspection records, service records and other documentation reasonably required for the safe and lawful use of the Equipment; and
 - 6.5.4 is delivered or made available for collection (as applicable) at the Delivery Location at the Supplier's cost and risk and, where unloading or installation is required, such activities shall be carried out by the Supplier at the Supplier's cost and risk unless otherwise agreed in writing.

- 6.6 Delivery of the Equipment shall not be deemed complete unless and until the Equipment has been unloaded at the Delivery Location and accepted by the Customer. Where the Order requires the Supplier to install or commission the Equipment, delivery shall not be deemed complete unless and until the Equipment has been installed, commissioned, tested and accepted by the Customer.
- 6.7 The Supplier shall remove all packaging materials (if any) from the Delivery Location promptly following delivery, unless otherwise instructed by the Customer.
- 6.8 The Supplier shall ensure that the Equipment:
- 6.8.1 corresponds with its description and any applicable specification set out in the Order;
 - 6.8.2 is of satisfactory quality, in good working order and condition, and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer, expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgement;
 - 6.8.3 is free from defects in design, material and workmanship throughout the Hire Period;
 - 6.8.4 is safe to use and suitable for the environment and purpose for which it is supplied;
 - 6.8.5 complies with all Applicable Laws, industry standards, manufacturer recommendations and good industry practice relating to its manufacture, supply, hire, use, maintenance, inspection, testing, delivery, installation, collection and removal; and
 - 6.8.6 has been properly inspected, tested, serviced and maintained before delivery and during the Hire Period.
- 6.9 The Supplier shall:
- 6.9.1 inspect and test the Equipment before delivery to ensure that it complies with the Hire Contract. The Customer may inspect or test the Equipment at any time before or after delivery. Any inspection, testing, acceptance or use of the Equipment by the Customer shall not reduce or otherwise affect the Supplier's obligations under the Contract;
 - 6.9.2 at its own cost and without delay, repair or replace any Equipment which is defective, damaged, unsafe, unavailable, unsuitable, non-compliant with any of the warranties set out in clause 5.8 (**Non-compliant Equipment**) or otherwise not capable of being used, or suitable for use, for its intended purpose, except to the extent that the relevant issue has been caused by the Customer's negligence, wilful misconduct or misuse of the Equipment; and
 - 6.9.3 maintain the Equipment in good repair, working order and condition throughout the Hire Period, except to the extent that maintenance or repair is required as a direct result of the Customer's negligence, wilful misconduct or misuse of the Equipment.
- 6.10 Title to the Equipment shall remain with the Supplier or its owner at all times. The Customer shall have no right, title or interest in or to the Equipment except the right to possess and use the Equipment during the Hire Period in accordance with the Contract.
- 6.11 Risk in the Equipment shall pass to the Customer only when the Equipment has been delivered to and accepted by the Customer at the Delivery Location in accordance with clause 5.6. Risk shall not pass to the Customer in respect of any Equipment that is defective, damaged, unsafe, incomplete, incorrectly delivered, incorrectly installed or otherwise non-compliant with the Contract.
- 6.12 Risk in the Equipment shall transfer back to the Supplier when the Equipment is made available for collection by the Supplier at the Delivery Location or such other location as the Customer may reasonably notify to the Supplier, or when the Equipment is returned to the Supplier, whichever occurs first. The Supplier shall collect the Equipment promptly at the end of the Hire Period at its own cost, unless otherwise expressly agreed in the Order. If the Supplier fails to collect the Equipment on

the agreed collection date, the Equipment shall be at the Supplier's risk from that date and the Customer may charge the Supplier its reasonable storage costs.

6.13 The Customer shall:

- 6.13.1 use the Equipment in a proper manner and in accordance with any written operating and safety instructions provided by the Supplier;
- 6.13.2 ensure that the Equipment is used by competent personnel where the nature of the Equipment reasonably requires this;
- 6.13.3 not sell, assign, sub-hire, charge, pledge, part with possession or control of, or otherwise dispose of the Equipment;
- 6.13.4 not use the Equipment for any unlawful purpose;
- 6.13.5 not deliberately remove, obscure or interfere with any identification mark, safety notice or ownership marking on the Equipment; and
- 6.13.6 allow the Supplier reasonable access to inspect, repair, replace or collect the Equipment, subject to the Supplier giving reasonable notice and complying with the Customer's site rules, health and safety requirements and security requirements.

6.14 The Customer shall be responsible for loss of or damage to the Equipment only to the extent caused by the Customer's negligence, wilful misconduct or misuse of the Equipment.

6.15 The Customer shall not be responsible for any loss of or damage to the Equipment to the extent arising out of or in connection with:

- 6.15.1 fair wear and tear;
- 6.15.2 any defect in the Equipment;
- 6.15.3 the Supplier's breach of the Hire Contract or negligence or wilful misconduct;
- 6.15.4 any failure by the Supplier to (a) inspect, test, service, maintain, repair or replace the Equipment, or (b) provide adequate instructions, warnings, manuals, certificates or safety information; or
- 6.15.5 any delay by the Supplier in collecting the Equipment after it has been made available for collection.

6.16 If any Customer Materials, data, confidential information or other property of the Customer is stored in, attached to, incorporated in or otherwise accessible through the Equipment, the Supplier shall, before redeploying, disposing of or otherwise using the Equipment following its return or collection, permanently erase or securely return such Customer Materials, data, confidential information or property, and shall certify its compliance with this clause on request.

7 CUSTOMER REMEDIES

7.1 **Late delivery / performance.** If the Supplier fails to deliver the Goods or Equipment on the Delivery Date or to perform the Services by the applicable date, the Customer shall, without limiting or affecting other rights or remedies available to it, have any one or more of the following rights and remedies:

- 7.1.1 to refuse to accept any subsequent performance of the Services or delivery of the Goods or Equipment which the Supplier attempts to make;
- 7.1.2 to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods or services or equipment from a third party;

- 7.1.3 to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided or Goods and/or Equipment that it has not delivered;
 - 7.1.4 in respect of Equipment, to withhold or obtain a refund of Hire Charges for any period before the Equipment has been delivered to and accepted by the Customer in accordance with clause 6.6; and
- 7.2 **Defective Goods, Equipment and/or Services.** If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 3.1, or Equipment that does not comply with the requirements of clause 6, then, without limiting or affecting other rights or remedies available to it, the Customer shall have one or more of the following rights and remedies, whether or not it has accepted the Goods or Equipment:
- 7.2.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 7.2.2 to reject the Goods or Equipment (in whole or in part), whether or not title has passed in respect of the Goods, and to return them to the Supplier at the Supplier's own risk and expense;
 - 7.2.3 to require the Supplier to repair or replace the rejected Goods and/or Equipment, or to provide a full refund of the price of the rejected Goods (if paid) or the Hire Charges paid for the rejected Equipment;
 - 7.2.4 in respect of Equipment, to require the Supplier to collect any defective, damaged, unsafe, unavailable, unsuitable, Non-compliant Equipment or otherwise unusable Equipment from the Delivery Location or such other location as the Customer may reasonably notify to the Supplier, at the Supplier's risk and expense;
 - 7.2.5 to refuse to accept any subsequent delivery of the Goods and/or Equipment which the Supplier attempts to make;
 - 7.2.6 to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute goods or equipment from a third party;
 - 7.2.7 in respect of Equipment, to withhold or obtain a refund of Hire Charges for any period during which the Equipment is defective, damaged, unsafe, unavailable, unsuitable, non-compliant or otherwise not capable of being used for its intended purpose, except to the extent caused by the Customer's negligence, wilful misconduct or misuse of the Equipment; and
 - 7.2.8 to claim damages for any additional costs, loss or expenses incurred by the Customer arising from the Supplier's failure to supply Goods in accordance with clause 3.1 or Equipment in accordance with clause 6.
- 7.3 If the Supplier has supplied Services or Deliverables that do not comply with the requirements of clauses 5.3.4 or 5.3.6 then, without limiting or affecting other rights or remedies available to it, the Customer shall have one or more of the following rights and remedies:
- 7.3.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 7.3.2 to return the Deliverables to the Supplier at the Supplier's own risk and expense;
 - 7.3.3 to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services (if paid);
 - 7.3.4 to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
 - 7.3.5 to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute services or deliverables from a third party; and

7.3.6 to claim damages for any additional costs, loss or expenses incurred by the Customer arising from the Supplier's failure to comply with clauses 5.3.4 or 5.3.6.

7.4 These Conditions shall extend to any substituted or remedial services or repaired or replacement goods, and repaired or replacement Equipment, supplied by the Supplier.

7.5 The Customer's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.

8 CUSTOMER'S OBLIGATIONS

8.1 The Customer shall:

8.1.1 provide the Supplier with access to the Customer's premises at such times as agreed in advance in writing between the parties, for the purpose of providing the Services; and

8.1.2 provide such necessary information for the provision of the Services as the Supplier may reasonably request.

9 CHARGES AND PAYMENT

9.1 The price for the Goods:

9.1.1 is the price set out in the Order, or if no price is quoted, the price set out in the Supplier's published price list in force at the Commencement Date; and

9.1.2 shall be inclusive of the costs of packaging, import, export, tariffs, levies, duties, insurance, and transport / carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by the Customer.

9.2 The charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Customer, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

9.3 Where the charges for the Services are calculated on a time and materials basis or the Customer is obliged to pay for materials used, then the Supplier shall maintain complete and accurate records of the time spent and/or materials used by the Supplier in providing the Services (as applicable), and the Supplier shall allow the Customer to inspect such records at all reasonable times on request.

9.4 The Hire Charges for Equipment shall be as set out in the Order and shall be the full and exclusive remuneration of the Supplier for the hire of the Equipment. Unless otherwise agreed in writing by the Customer, the Hire Charges shall include the costs of packaging, delivery, carriage, insurance, maintenance, repair, replacement, collection and removal, and no additional charges shall be payable in respect of the hire of Equipment.

9.5 The Customer shall not be liable for Hire Charges for any period before the Equipment has been delivered to and accepted by the Customer in accordance with clause 5.6, or for any period during which the Equipment is defective, damaged, unsafe, unavailable, unsuitable, non-compliant or otherwise not capable of being used for its intended purpose, except to the extent caused by the Customer's negligence, wilful misconduct or misuse of the Equipment.

9.6 Unless otherwise agreed by the parties in writing, in respect of the Goods, the Supplier shall invoice the Customer on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice the Customer on completion of the Services. In respect of Equipment, the Supplier shall invoice the Customer in accordance with the Order or, if not specified, following the end of the Hire Period. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the Supplier's VAT registration number and the relevant purchase order number.

- 9.7 The Customer shall pay the invoiced amounts in accordance with the payment terms specified in the Order or as otherwise agreed in writing between the parties, and where no such payment terms have been agreed, within thirty (30) days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier.
- 9.8 All amounts payable by the Customer under the Contract are exclusive of VAT. Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods or Services or both, as applicable, at the same time as payment is due for the supply of the Goods or Services.
- 9.9 The Customer may at any time, without notice to the Supplier, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. If the liabilities to be set off are expressed in different currencies, the Customer may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Customer of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

10 INTELLECTUAL PROPERTY RIGHTS

- 10.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any Customer Materials and/or the Deliverables) shall be owned by the Supplier.
- 10.2 The Supplier assigns to the Customer absolutely, with full title guarantee and free from all encumbrances, all its right, title and interest in and to the Intellectual Property Rights in the Deliverables.
- 10.3 The Supplier shall, at its own expense, promptly execute all documents and do all things reasonably required by the Customer to give effect to clause 10.2.
- 10.4 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any Customer Materials for the term of the Contract for the purpose of providing the Services to the Customer.
- 10.5 The Supplier acknowledges that all rights in the Customer Materials are and shall remain the exclusive property of the Customer.

11 INDEMNITY

- 11.1 The Supplier shall indemnify the Customer against all Losses suffered or incurred by the Customer as a result of or in connection with:
- 11.1.1 any claim that the supply, hire, receipt or use of the Goods, Services, Deliverables or Equipment (excluding the Customer Materials) infringes the intellectual property rights of any third party;
 - 11.1.2 any claim by a third party for death, personal injury or damage to property arising out of or in connection with defective Goods, Deliverables or Equipment (or the Supplier's delivery, installation, maintenance, repair, collection or removal of Equipment), to the extent that the defect is attributable to the acts or omissions of the Supplier; and
 - 11.1.3 any claim by a third party arising out of or in connection with the supply of the Goods or the Services, to the extent that the claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier.
- 11.2 If any third party makes a claim, or notifies an intention to make a claim, against the Customer that may reasonably be considered likely to give rise to a liability under the indemnity at clause 11.1 (**Claim**), the Customer shall:

- 11.2.1 as soon as reasonably practicable, give written notice of the Claim to the Supplier, specifying the nature of the Claim in reasonable detail;
 - 11.2.2 not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Supplier;
 - 11.2.3 provide reasonable assistance to the Supplier and its professional advisers at the Supplier's expense; and
 - 11.2.4 subject to the Supplier providing to the Customer such security for costs and damages as the Customer may reasonably require, be deemed to have given the Supplier sole authority to avoid, dispute, compromise or defend the Claim.
- 11.3 This clause 10 shall survive termination of the Contract.
- 12 LIMITATION OF LIABILITY**
- 12.1 References to liability in this clause 12 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 12.2 Nothing in the Contract excludes or limits any liability for:
- 12.2.1 death or personal injury caused by negligence;
 - 12.2.2 fraud or fraudulent misrepresentation;
 - 12.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
 - 12.2.4 defective products under the Consumer Protection Act 1987; or
 - 12.2.5 any liability that legally cannot be excluded or limited.
- 12.3 Subject to clause 12.2, the Customer's total liability to the Supplier arising under or in connection with this Contract shall not exceed the Charges paid or payable by the Customer under the Contract.
- 12.4 Subject to clause 12.2, the Customer shall not be liable for any:
- 12.4.1 wasted expenditure;
 - 12.4.2 loss of profits;
 - 12.4.3 loss of sales or business;
 - 12.4.4 loss of agreements or contracts;
 - 12.4.5 loss of anticipated savings;
 - 12.4.6 loss of use or corruption of software, data or information;
 - 12.4.7 loss of or damage to goodwill and/or similar losses;
- in each case whether direct or indirect; and
- 12.4.8 any special, indirect or consequential loss, costs, damages, charges or expenses;
- however arising under this Contract.
- 12.5 This clause 12 shall survive termination of the Contract.

13 **INSURANCE**

- 13.1 During the term of the Contract, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance and any other insurance required by Applicable Laws or reasonably required in connection with the Supplier's obligations under the Contract, to cover the liabilities that may arise under or in connection with the Contract, and shall produce to the Customer on demand evidence confirming the contractually required level of cover is in place and the receipt for the then current premiums.
- 13.2 Where the Contract includes the hire of Equipment, the Supplier shall maintain insurance appropriate to the ownership, hire, supply, delivery, installation, maintenance, repair, replacement, collection and removal of the Equipment, including cover for loss of or damage to the Equipment, except to the extent caused by the Customer's negligence, wilful misconduct or misuse of the Equipment.
- 13.3 Unless otherwise agreed in writing between the parties, the Equipment will be insured by the Supplier.

14 **COMPLIANCE WITH LAWS.**

- 14.1 In performing its obligations under the Contract, the Supplier shall comply with all Applicable Laws.
- 14.2 Where the Contract includes hire of Equipment, the Supplier shall ensure that the Equipment and its supply, hire, delivery, installation, maintenance, collection and removal also comply with industry standards and manufacturer recommendations, and that the Supplier has all licences, permissions, authorisations, consents, permits, certificates and records required for the Customer to lawfully and safely use the Equipment for the purposes set out in the Order.

15 **DATA PROTECTION**

- 15.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 15 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

- 15.2 The parties acknowledge that:

- 15.2.1 the parties may each act as independent Controllers in respect of Personal Data processed in connection with the Contract; and
- 15.2.2 to the extent that, in connection with the performance of the Contract, the Supplier processes Personal Data on behalf of the Customer as Processor, the Customer is the Controller and the Supplier is the Processor for the purposes of the Data Protection Legislation. In such circumstances, clauses 15.3 to 15.8 shall apply and the parties shall agree and complete Schedule 1 (setting out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of Personal Data and categories of Data Subject) before the Supplier commences such processing.

For the avoidance of doubt, the Supplier shall not process any Personal Data on behalf of the Customer unless the parties have first agreed and completed Schedule 1 (*Particulars of Processing*) in respect of such processing.

- 15.3 Without prejudice to the generality of clause 15.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier and/or lawful collection of the Personal Data by the Supplier on behalf of the Customer for the duration and purposes of the Contract.
- 15.4 Without prejudice to the generality of clause 15.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Contract:
 - 15.4.1 process that Personal Data only on the documented written instructions of the Customer as set out in Schedule 1 unless the Supplier is required by Domestic Law to otherwise

process that Personal Data. Where the Supplier is relying on Domestic Law as the basis for processing Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits the Supplier from so notifying the Customer;

- 15.4.2 ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 15.4.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- 15.4.4 not transfer any Personal Data outside of the UK unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - 15.4.4.1 the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
 - 15.4.4.2 the Data Subject has enforceable rights and effective legal remedies;
 - 15.4.4.3 the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - 15.4.4.4 the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- 15.4.5 assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 15.4.6 notify the Customer without undue delay (and in any event within 24 hours) on becoming aware of a Personal Data Breach;
- 15.4.7 at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Contract unless required by Domestic Law to store the Personal Data; and
- 15.4.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 15 and allow for audits by the Customer or the Customer's designated auditor and immediately inform the Customer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.
- 15.5 Unless otherwise agreed in writing, the Customer does not consent to the Supplier appointing any third party processor of Personal Data under the Contract.
- 15.6 Either party may, at any time on not less than 30 days' notice, revise this clause 15 by replacing it with any applicable controller to processor standard clauses or similar terms adopted under the Data Protection Legislation or forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).

- 15.7 The Supplier shall indemnify and hold harmless the Customer against all Losses suffered or incurred by the Customer as a result of or in connection with the Supplier or any of its Representatives' failure to comply with any of its obligations under this clause 15 (Data Protection) or Data Protection Legislation.

16 **TERMINATION**

- 16.1 Without affecting any other right or remedy available to it, the Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if:

- 16.1.1 there is a change of control of the Supplier; or
- 16.1.2 the Supplier commits a breach of clause 14 (*Compliance with Laws*); or
- 16.1.3 the Supplier commits a breach of clause 19.1 (*Anti-bribery compliance*).

- 16.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- 16.2.1 the other party commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
- 16.2.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- 16.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- 16.2.4 the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

17 **CONSEQUENCES OF TERMINATION**

- 17.1 On termination or expiry of the Contract, the Supplier shall immediately deliver to the Customer all Deliverables whether or not then complete, and return all Customer Materials. If the Supplier fails to do so, then the Customer may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and shall not use them for any purpose not connected with the Contract.

- 17.2 Where the Contract includes hire of Equipment, on expiry or termination of the Contract:

- 17.2.1 the Customer's right to possess and use the Equipment shall cease;
- 17.2.2 the Customer shall make the Equipment available for collection by the Supplier at the Delivery Location or such other location as the Customer reasonably notifies to the Supplier; and
- 17.2.3 the Supplier shall collect the Equipment promptly and at its own cost.

- 17.3 Termination or expiry of the Contract shall not affect the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

17.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

18 **CONFIDENTIALITY**

18.1 The Supplier undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the Customer, except as permitted by clause 18.2. For the purposes of this clause 18.1, "confidential information" includes any and all of the Deliverables, and any data, materials or information generated, derived or produced by the Supplier in the course of providing the Services.

18.2 The Supplier may disclose the Customer's confidential information:

18.2.1 to its Representatives who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. The Supplier shall ensure that its Representatives to whom it discloses the Customer's confidential information comply with this clause 18; and

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

18.3 The Supplier shall not use the Customer's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

19 **GENERAL**

19.1 **Anti-bribery compliance.**

19.1.1 The Supplier:

19.1.1.1 shall not and shall procure that any of its employees, consultants, agents, or sub-contractors shall not commit a Prohibited Act in connection with this Contract;

19.1.1.2 warrants, and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the other party, or that an agreement has been reached to that effect, in connection with the execution of this Contract, excluding any arrangement of which full details have been disclosed in writing to the other party before execution of this Contract; and

19.1.1.3 shall comply with all Applicable Laws relating to the prevention of bribery, modern slavery, facilitation of tax evasion and fraud/false accounting (including the Bribery Act 2010, the Modern Slavery Act 2015, the Criminal Finances Act 2017 and the Economic Crime and Corporate Transparency Act 2023) (the **Relevant Requirements**).

19.1.2 The Supplier shall:

19.1.2.1 if requested, provide the Customer with any reasonable assistance to enable it to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;

19.1.2.2 if so required by the Customer within 20 Business Days certify to the Customer in writing compliance with this clause it and all persons associated with it or other persons who are supplying goods/products or services, together with such supporting evidence of compliance as the Customer may reasonably request;

- 19.1.2.3 have and maintain its own policies and procedures, including adequate procedures under the Bribery Act 2010 and reasonable prevention procedures under the Criminal Finances Act 2017, and the Economic Crime and Corporate Transparency Act 2023 to ensure compliance with the Relevant Requirements, and will enforce them where appropriate; and
- 19.1.2.4 if any breach of this clause is suspected or known, notify the Customer immediately and must respond promptly to the Customer's reasonable enquiries, co-operate with any investigation in relation to the same, and allow the Customer to audit books, records and any other relevant documentation to the extent necessary to investigate such breach. This obligation shall continue for three years following the expiry or termination of this Contract.
- 19.1.3 A breach by the Supplier of clause 19.1 shall be deemed a material irremediable breach of the Contract.
- 19.1.4 For the purposes of this clause **Prohibited Act** means any of the following:
 - 19.1.4.1 to directly or indirectly offer, promise or give any person working for or engaged by the Supplier a financial or other advantage to (i) induce that person to perform improperly a relevant function or activity or (ii) reward that person for improper performance of a relevant function or activity; or
 - 19.1.4.2 to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Contract; or
 - 19.1.4.3 committing any offence (i) under the Bribery Act; (ii) under legislation creating offences concerning fraudulent acts; (iii) at common law concerning fraudulent acts relating to the Contract or any other contract with the Supplier; or (iv) defrauding, attempting to defraud or conspiring to defraud the Supplier.
- 19.2 **TUPE.**
 - 19.2.1 The parties do not anticipate that any person will transfer to the Customer (whether pursuant to TUPE or otherwise) as a result of, or in connection with, the commencement of any of the Services or this Contract (a **Relevant Transfer**).
 - 19.2.2 The Supplier shall indemnify and keep indemnified the Customer against all Losses arising out of or in connection with any allegation or claim by any person, trade union or other representative body that they have transferred to the Customer as a result of a Relevant Transfer, including:
 - 19.2.2.1 any claim arising from any act or omission of the Supplier (or its subcontractors) occurring on or before the date on which such person alleges they transferred; and
 - 19.2.2.2 any failure by the Supplier to comply with its legal obligations (including information and consultation obligations) in connection with any such alleged transfer.
 - 19.2.3 If a Relevant Transfer occurs and the Customer terminates the employment of any such person within six months of the date of the alleged transfer, the Supplier shall indemnify and keep indemnified the Customer against all costs, claims, liabilities and expenses (including reasonable legal expenses) arising out of that termination, including statutory or contractual payments, redundancy payments, compensation or damages (including for unfair and/or wrongful dismissal), or any settlement of such claims.

- 19.2.4 The Supplier shall be fully responsible for and shall indemnify and keep indemnified the Customer for and in respect of the following:
- 19.2.4.1 subject to clause 19.2.5, any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from a determination that the engagement of any individual by the Supplier in connection with the Services constitutes Deemed Employment, or arising in connection with the performance of the Services or any payment or benefit received in respect of the Services, where such recovery is not prohibited by law. The Supplier shall further indemnify the Customer against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Customer in connection with or in consequence of any such liability, deduction, contribution, assessment or claim; and
 - 19.2.4.2 any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by any individual engaged by the Supplier (or any substitute) against the Customer arising out of or in connection with the provision of the Services.
- 19.2.5 The indemnity in clause 19.2.4.1 does not apply to:
- 19.2.5.1 any income tax or national insurance contributions deducted by the Customer where required by law and paid to the relevant authority; or
 - 19.2.5.2 any amount which HMRC directs is to be treated as having been recovered from the Supplier or the relevant individual and which is not recoverable from the Customer, provided that such direction has been notified to the Customer and has not been successfully challenged.
- 19.3 **Force majeure.**
- 19.3.1 A party (**Affected Party**) shall not be liable for any failure or delay in performing any of its obligations under this agreement for so long as, and to the extent that, its performance is prevented, hindered or delayed by a Force Majeure Event, provided that the Supplier shall not be entitled to rely on this clause 19.3 to the extent that the relevant Force Majeure Event could have been avoided or mitigated by the implementation of appropriate disaster recovery and/or business continuity plans.
 - 19.3.2 The Affected Party shall promptly notify the other party in writing of the start of a Force Majeure Event, take reasonable precautions to prevent or minimise the Force Majeure Event, and use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
 - 19.3.3 If the Affected Party has complied with 19.3.2 but is unable to resume substantive performance of its core obligations suspended under clause 19.3.1 within 30 days after giving notice of the Force Majeure Event, the Affected Party may terminate this agreement by giving not less than 7 days' written notice to the other party.
- 19.4 **Assignment and other dealings.**
- 19.4.1 The Customer may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
 - 19.4.2 The Supplier shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier.

- 19.4.3 **Subcontracting.** If the Customer consents to any subcontracting by the Supplier pursuant to clause 19.4.2, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.
- 19.5 **Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract. Nothing in this clause shall limit or exclude any liability for fraudulent misrepresentation.
- 19.6 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 19.7 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 19.8 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 19.9 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of this Contract deleted under this clause 19.9 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 19.10 **Notices.**
- 19.10.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its principal place of business (in any other case); or sent by email to (a) any general administration, contact or enquiries email address of that party using the same domain name as the email address used in connection with the relevant Order; or (b) such other email address as that party may notify to the other party from time to time.
- 19.10.2 A notice or other communication shall be deemed to have been received: if delivered by hand, at the time the notice is left at the proper address; if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when Business Hours resume.
- 19.10.3 This clause 19.10.3 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.
- 19.11 **Third party rights.** Any Affiliate of the Customer may enforce the benefit of any term of the Contract intended for its benefit, and, for such purposes, references to the Customer include a reference to each Affiliate of the Customer. Except as expressly provided in this clause 19.11, a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

- 19.12 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.
- 19.13 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to the Contract.
- 19.14 **Dispute Resolution.** If any dispute arises out of or in connection with the Contract, the parties shall endeavour in good faith to resolve such dispute through discussions between appropriate representatives of each party for a period of 30 days from the date one party notifies the other of the dispute. Nothing in this clause 19.14 shall prevent either party from commencing court proceedings or seeking interim, injunctive or other urgent relief at any time.

SCHEDULE 1 DATA PROTECTION

This Schedule 1 shall only apply where the Supplier processes Personal Data on behalf of the Customer as Processor and shall be completed by the parties before any such processing commences.

Supplier Full Name: [insert]

Customer Full Name: [insert]

PARTICULARS OF PROCESSING

1. The following sets out the details of the Supplier's processing as a processor:

- a. **Contract Details.** [INSERT CONTRACT DETAILS.]
- b. **Scope.** [SUBJECT MATTER OF THE PROCESSING. FOR EXAMPLE, NAME OF THE SPECIFIC SERVICE THAT INVOLVES PROCESSING.]
- c. **Nature.** [DESCRIPTION OF THE TYPE OF PROCESSING, FOR EXAMPLE, DATA COLLECTION, STORAGE, SHARING AND SO ON.]
- d. **Purpose of processing.** [DESCRIPTION OF THE PURPOSES OF THE PROCESSING. FOR EXAMPLE, RECRUITMENT, DIRECT MARKETING AND SO ON.]
- e. **Duration of processing.** [PERIODS FOR WHICH THE DATA WILL BE PROCESSED. THIS IS LIKELY TO BE THE DURATION OF THE SERVICES.]
- f. **Types of personal data.** [TYPES OF PERSONAL DATA TO BE PROCESSED SUCH AS NAMES, CONTACT DETAILS AND SO ON.]
- g. **Categories of data subject.** [CATEGORIES OF DATA SUBJECTS SUCH AS EMPLOYEES, CUSTOMERS AND SO ON.]
- h. **[Technical and organisational measures.** [SPECIFY IF ANY.]]

AGREED BY THE PARTIES:

CUSTOMER

Signed: _____

Name:

Position:

Date:

SUPPLIER

Signed: _____

Name:

Position:

Date: