

PURCHASE CONDITIONS

For the supply of Goods and/or Services

1. Interpretation

1.1 Definitions:

Applicable Law: means any and all laws, regulations, and rules applicable to any obligation or activity which is the subject matter of these Conditions.

Affiliate: means, in relation to the Customer, a company which is within the meaning of section 1159 of the Companies Act 2006, a Subsidiary or Holding company of the Customer, or any company which is a Subsidiary of any such Holding company.

Best Industry Practice: the standards, practices, methods and procedures conforming to the degree of skill and care which would reasonably and ordinarily be expected from a skilled and experienced supplier engaged in a similar type of services.

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

Charges: the charges payable by the Customer for the supply of the Goods and/or Services by the Supplier, as set out in the Order.

Conditions: these terms and conditions set out in clause 1 (Interpretation) to clause 19 (General) (inclusive).

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

Customer: the party contracting with the Supplier for the supply of Goods and/or Services.

Customer Materials: all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*).

Delivery Date: the date specified in the Order, or, if none is specified, within 5 Business Days of the date of the Order.

Delivery Location: the address for delivery of Goods as set out in the Order.

Holding Company: shall have the meaning ascribed to it in section 1159 of the Companies Act 2006.

Intellectual Property Rights: patents, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights to use, and protect the confidentiality of, confidential information (including know-how) 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 which subsist or will subsist now or in the future in any part of the world.

Order: means any request, instruction, or commitment by the Customer to purchase or otherwise obtain Goods and/or Services from the Supplier, however made or evidenced, including by way of purchase order, new supplier application form, statement of work, email, online portal or electronic data interchange (EDI) submission, verbal order subsequently confirmed in writing, click-through or in-app order, or any other method notified to or accepted by the Supplier. Each Order includes any documents expressly incorporated by reference in it (including specifications, statements of work, pricing schedules, and delivery or performance instructions).

Representatives: suppliers, agents, and subcontractors who are involved in the Supplier's supply chain in supplying the Goods and/or Services.

Services: the services to be provided by the Supplier pursuant to the Contract, as described in the Order.

Subsidiary: shall have the meaning ascribed to it in section 1159 of the Companies Act 2006.

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

Supplier IPRs: all Intellectual Property Rights necessary to enable Customer to receive and use the Services.

Sustainability Targets: means the Customer's sustainability goals related to (a) achieving net zero CO2 emissions in the upstream value chain by 2030 through avoidance, reduction and compensation of CO2 emissions; (b) implementing circular economy practices with suppliers, including water and waste management, and disclosing freshwater use and waste; (c) reducing single-use logistics packaging by thirty percent (30%) and discontinuing the use of primary materials by 2030; (d) increase packaging reuse by thirty percent (30%) and recycled content to more than ninety percent (90%) by 2030 and (e) applying social and environmental standards for suppliers, ensuring full compliance and assessment of relevant spending by 2030.

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

1.1 Interpretation:

- (a) Unless expressly provided otherwise in these Conditions, a reference to legislation or a legislative provision:
 - (i) is a reference to it as amended, extended or re-enacted from time to time; and
 - (ii) shall include all subordinate legislation made from time to time under that legislation or legislative provision.

- (b) Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) A reference to **writing** or **written** includes email.

2. Basis of contract

- 2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services from the Supplier in accordance with these Conditions.
- 2.2 The Order shall be considered an unconditional acceptance of these Conditions when either:
 - (a) the Supplier provides written acceptance of the Order; or
 - (b) the Supplier takes any action consistent with fulfilling the Order.
- 2.3 These Conditions shall govern the relationship between the Customer and the Supplier and shall apply to:
 - (a) any individual purchase of Goods and/or Services made pursuant to a single Order (“One-Off Purchase”); and
 - (b) any series of purchases made under multiple Orders or a framework agreement (“Ongoing Purchases”), whether issued periodically or continuously over time.
- 2.4 Each Order, whether standalone or part of a continuing arrangement shall constitute a separate and binding Contract governed by these Conditions.
- 2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.6 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.
- 2.7 These Conditions apply unless superseded by a custom-negotiated Goods or Services Contract that has been issued or approved through the Customer’s Procurement and/or Legal function.

3. Commencement and term

The Contract shall commence on the date the Order is deemed accepted by the Supplier in accordance with clause 2.2 of these Conditions and shall remain effective for an initial term of twelve (12) months. Thereafter, the Contract will automatically renew for successive twelve (12) month periods unless either party provides the other with no less than thirty (30) days’ written notice of termination at any time.

4. Supply of Goods and/or Services

- 4.1 In supplying the Goods and/or Services, the Supplier shall:
 - (a) ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.
 - (b) comply with all Applicable Laws, statutes, regulations from time to time in force;
 - (c) observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer’s premises from time to time and are notified to the Supplier; and
 - (d) 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.
- 4.2 In supplying the Goods the Supplier shall ensure that the Goods shall:
 - (a) correspond with their description and any applicable Goods Specification;
 - (b) be 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;
 - (c) where they are manufactured products, be free from defects in design, materials and workmanship and remain so for 12 months after delivery; and
 - (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 4.3 In supplying any Services, the Supplier shall:
 - (a) supply the services in accordance with the Contract;
 - (b) meet any performance dates specified in the Order;
 - (c) perform the Services with reasonable level of care, skill and diligence in accordance with best practice in the Supplier’s industry, profession or trade;
 - (d) co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
 - (e) only use personnel who are suitably skilled and experienced to perform the tasks assigned to them, and in sufficient number to ensure that the Supplier’s obligations are fulfilled;
 - (f) ensure that it obtains, and maintains all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable it to comply with its obligations in the Contract;
 - (g) ensure that the Services shall conform in all respects with the service description set out in Order and that the Services shall be fit for any purpose that the Customer expressly or impliedly makes known to the Supplier;
 - (h) provide all equipment, tools, vehicles and other items required to provide the Services; and

- (i) ensure that all goods, materials, standards and techniques used in providing the Services are of the best quality and are free from defects in workmanship, installation and design.
- 4.4 The supply of Goods and/or Services under the Contract is not an exclusive arrangement. The Customer may purchase goods and/or services that are the same as or similar to the Goods and/or Services from any third party or provide them itself. The Supplier may supply goods and/or services that are the same as or similar to the Goods and/or Services to any third party.

5. Delivery of Goods

- 5.1 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.
- 5.2 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 4.2, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 5.3 The Customer may conduct further inspections and tests after the Supplier has carried out its remedial actions.
- 5.4 The Supplier shall ensure that:
- (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
 - (b) each delivery of the Goods is accompanied by a delivery note which shows the Order number (if any) and/or Order date, 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;
 - (c) each delivery note includes the name of the Customer's employee and/or representative who has signed the delivery note accepting the delivery of the Goods; and
 - (d) if the Supplier requires the Customer to return any packaging material to the Supplier, the return instructions and time frames are clearly stated on the delivery note. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.
- 5.5 The Supplier shall deliver the Goods:
- (a) on the Delivery Date;
 - (b) at the Delivery Location; and
 - (c) during Business Hours or as instructed by the Customer.
- 5.6 Delivery of the Goods shall be deemed completed once the Goods are fully unloaded at the Delivery Location.
- 5.7 If the Supplier:
- (a) delivers less than the quantity of Goods ordered, the Customer may reject the Goods; or
 - (b) delivers more than the quantity of Goods ordered, the Customer may at its sole discretion 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.
- 5.8 The Supplier shall not deliver the Goods in instalments without the Customer's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for 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 8.1.
- 5.9 Title and risk in the Goods shall pass to the Customer on completion of delivery.

6. Supplier Warranties

- 6.1 The Supplier undertakes, warrants and represents on an ongoing basis that:
- (a) it has full capacity and authority to enter into and to perform the Services agreed under the Contract;
 - (b) it will perform and procure the performance of its obligations under the Contract, these Conditions and in compliance with all Applicable Laws;
 - (c) it has, and will continue to hold, all consents and regulatory approvals necessary to provide the Services; and
 - (d) the Services will be provided by personnel of required skill, experience and qualifications and using reasonable skill, care and diligence including in accordance with Best Industry Practice.

7. Customer's obligations

- 7.1 The Customer shall:
- (a) provide such access to the Customer's premises and data, and such office accommodation and other facilities as may reasonably be requested by the Supplier and agreed with the Customer in writing in advance, for the purposes of providing the Services; and
 - (b) provide such necessary information for the provision of the Services as the Supplier may reasonably request.
- 7.2 A failure by the Customer to comply with the terms of the Contract can only relieve the Supplier from complying with its obligations under the Contract with effect from the date on which the Supplier notifies the Customer in writing and in reasonable detail of the Customer's failure and its effect or anticipated effect on the Services.

8. Customer remedies

- 8.1 If the Supplier fails to deliver the Goods or perform the Services by any dates specified in the Order or if the Supplier has supplied Goods and/or Services that do not comply with the requirements in the Order or other document evidencing the Contract, 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:
- (a) to require the Supplier to provide replacement Goods or repeat performance of the Services, or to provide a full refund of the price paid for the Goods and/or Services (if paid);
 - (b) to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods and/or services from a third party;
 - (c) to require a refund from the Supplier of sums paid in advance for Goods and/or Services that the Supplier has not provided;
 - (d) to suspend payment of the Charges until the Goods and/or Services (or replacement Goods and/or repeat of the Services) have been fully supplied or performed; and
 - (e) to claim damages for any additional costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure.
- 8.2 If the Goods are not delivered by the applicable date, the Customer may, at its option, partially claim or deduct from the price of the Goods for each week's delay in delivery of the Goods, by way of liquidated damages, until the earlier of delivery of the Goods or termination, up to a maximum of the total price of the Goods. If the Customer exercises its rights in respect of late delivery under this clause 8.2 it shall not be entitled to any of the remedies set out in clause 8.1 in respect of the late delivery of the Goods.
- 8.3 Notwithstanding the remedies set out in clauses 8.1 and 8.2, Supplier shall pay Customer, as liquidated damages, five per cent (5%) of the total Charges for each week's delay and/or default, up to a maximum of fifty per cent (50%) of the total Charges.
- 8.4 These Conditions, together with any Order terms, shall extend to any substituted or remedial services and to any repaired or replacement goods supplied by the Supplier.
- 8.5 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.

9. Charges and payment

- 9.1 In consideration for the supply of the Goods and/or provision of the Services, the Customer shall pay the Supplier the Charges in accordance with this clause 9.
- 9.2 All amounts payable by the Customer exclude amounts in respect of value added tax (**VAT**) which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.
- 9.3 The Supplier shall submit invoices for the Charges plus VAT if applicable to the Customer monthly in arrears. Each invoice shall include all supporting information reasonably required by the Customer.
- 9.4 The Customer shall pay each invoice which is properly due and submitted to it by the Supplier, within 60 (sixty) days following the end of the month of the invoice date to a bank account nominated in writing by the Supplier.
- 9.5 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then, without limiting the Supplier's remedies under clause 17 (Termination) of these Conditions, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 2% a year above the Bank of England's base rate from time to time.
- 9.6 The Customer may at any time, upon giving written notice to the Supplier, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier if such liability is present, liquidated it arises under the Contract.

10. Dispute Resolution of Charges

- 10.1 If either Customer disputes any charge or invoice, Customer shall notify the Supplier in writing as soon as practicable but no later than 30 days from invoice date, providing detailed reasons for the dispute and any supporting evidence.
- 10.2 The parties shall negotiate in good faith to attempt to resolve the dispute promptly. The Supplier shall provide all such evidence as may be reasonably necessary to verify the disputed charge or invoice.
- 10.3 Where only part of a Charge or invoice is disputed, the undisputed amount shall be paid by the Customer in accordance with clause 9 of these Conditions.
- 10.4 If the parties have not resolved the dispute within thirty (30) days of the Customer giving Supplier written notice, the dispute shall be resolved in accordance with clause 19.12 of these Conditions.
- 10.5 Interest will only be charged on disputed amounts if the dispute is resolved in favour of the Supplier. Interest will accrue from the original due date until the date of payment at a rate of four percent (4%) per annum above the base lending rate of the Bank of England from time to time in force.

11. Data protection

- 11.1 Both parties will comply with all applicable requirements of the Data Protection Legislation.

12. Intellectual property

- 12.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any Customer Materials) shall be owned by the Supplier.
- 12.2 The Supplier grants the Customer or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free, licence to copy and modify the Supplier IPRs for the purpose of receiving and using the Services during the term of the relevant Contract.

13. Supplier's Compliance

- 13.1 The Supplier represents and warrants that:
- (a) neither the Supplier nor its Representatives:
 - (i) has been convicted of any offence relating to breaches of environmental protection, sustainability, human rights and modern slavery, workplace safety or bribery and corruption laws;
 - (ii) to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence relating to the matters referred in clause 13.1(a)(i);
 - (iii) has been or is listed by any public body or government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes including any exclusion under the Public Contracts Regulations 2015 (*SI 2015/102*) and Utilities Contracts Regulations 2016 (*SI 2016/273*); and
 - (iv) has not been convicted of any offence involving slavery and human trafficking or been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 13.2 In performing its obligations under the Contract, the Supplier shall:
- (a) comply with all applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force (**Anti-Slavery Laws**) including but not limited to the Modern Slavery Act 2015;
 - (b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct had been carried out in England and Wales;
 - (c) include in contracts with its subcontractors anti-slavery and human trafficking as those set out in this clause 13;
 - (d) notify the Customer as soon as it becomes aware of any actual or suspected breach of clause 13.2(b); and
 - (e) maintain a complete set of records to trace the supply chain of all Goods and/or Services provided to the Customer in connection with the Contract; and permit the Customer to inspect the Supplier's premises, records, and to meet the Supplier's personnel to audit the Supplier's compliance with its obligations under this clause 13.
 - (f) comply with all Applicable Laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**);
 - (g) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - (h) establish, maintain and enforce its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements; and
 - (i) notify the Customer (in writing) if it becomes aware of any breach of this clause 13 or has reason to believe that it has received a request or demand for any undue financial or other advantage in connection with the performance of the Contract.
- 13.3 The Supplier shall ensure that any of its agents, consultants, contractors, subcontractors or other persons engaged in performance of the Supplier's obligations under the Contract do so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 13 (**Relevant Terms**). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Requirements and shall be directly liable to the Customer for any breach by such persons of any of the Relevant Requirements.
- 13.4 Breach of paragraphs 13.1, 13.2 and 13.3 shall be deemed a material breach under clause 17.2.
- 13.5 The Supplier will, and will ensure that its Representatives will, conduct business in compliance with the Customer's Sustainability Targets.
- 13.6 The Supplier shall establish and maintain processes and policies to ensure the Sustainability Targets are met, including but not limited to:
- (a) due diligence procedures and data collection procedures reasonably designed to monitor compliance with clause 13.4;
 - (b) internal review and accountability structures to oversee compliance; and
 - (c) periodic training and instruction for employees and Representatives regarding compliance with clause 13.4.
- 13.7 The Customer will periodically evaluate the Supplier's progress towards Sustainability Targets as an integral component of the assessment of the Supplier's compliance and overall performance.

- 13.8 The Supplier shall implement annual audits of its compliance and its subcontractors' compliance with the Sustainability Targets and Supplier shall report its progress towards the Sustainability Targets, including carbon reduction, to the Customer at least once per year, outlining quantitative targets, measures, and timelines.
- 13.9 The Supplier agrees to provide to the Customer any data it reasonably requires to comply with its disclosure and reporting obligations or with the Sustainability Targets (including any voluntary disclosure or reporting standards it has committed to complying with) in a format and using a method and to a quality standard prescribed by the Customer.

14. Audit

- 14.1 If the Customer gives at least 5 (five) Business Days' notice, the Customer (or its professional advisers) may during Business Hours:
- (a) enter and inspect the Supplier's facilities, premises and systems relevant for the supply of Goods and /or performance of the Services; and
 - (b) inspect, audit and take copies of relevant records, and other documents as necessary to verify the Supplier's compliance with the terms of the Contract.

15. Limitation of liability

- 15.1 References to liability in this clause 15 include every kind of liability arising under or in connection with the Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 15.2 Supplier shall not benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 15.3 Nothing in this clause 15 shall limit the Customer's payment obligations under the Contract.
- 15.4 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 15.5 Subject to clause 15.2 (No limitation in respect of deliberate default), clause 15.3 (No limitation on customer's payment obligations), and clause 15.4 (Liabilities which cannot legally be limited), the Customer's total liability under or in connection with the Contract, whether arising in contract, tort (including negligence) or otherwise, in respect of all acts and omissions occurring within a contract year shall not exceed 100% (one hundred per cent) of the charges paid to the Supplier under the Contract in that contract year. **Contract year** means each 12-month period starting on the date of the Contract or an anniversary of it.
- 15.6 Subject to clause 15.2 (No limitation in respect of deliberate default), clause 15.3 (No limitation on Customer's payment obligations) and clause 15.4 (Liabilities which cannot legally be limited), clause 15.6(b) identifies the kinds of loss that are not excluded. Subject to that, clause 15.6(a) excludes specified types of loss.
- (a) Types of loss wholly excluded (in each case whether direct or indirect) from both the Customer and the Supplier's liabilities:
 - (i) Loss of profits.
 - (ii) Loss of sales or business.
 - (iii) Loss of agreements or contracts.
 - (iv) Loss of anticipated savings.
 - (v) Loss of use or corruption of software, data or information.
 - (vi) Loss of or damage to goodwill.
 - (vii) Indirect or consequential loss.
 - (b) Types of loss and specific losses not excluded from Supplier's liability:
 - (i) Sums paid by the Customer to the Supplier pursuant to the Contract, in respect of Goods and/or Services not provided in accordance with the Contract;
 - (ii) Wasted expenditure;
 - (iii) Additional costs incurred by the Customer of procuring and implementing replacements for, or alternatives to, Goods and/or Services not provided in accordance with the Contract. These include but are not limited to consultancy costs, additional costs of management time and other personnel costs, and costs of equipment and materials; and
 - (iv) Losses incurred by the Customer arising out of or in connection with any third party claim against the Customer which has been caused by the act or omission of the Supplier. For these purposes, third party claims shall include but not be limited to demands, fines, penalties, actions, investigations or proceedings, including but not limited to those made or commenced by subcontractors, the Supplier's personnel, regulators and customers of the Customer.

16. Insurance

During the term of the Contract, the Supplier shall maintain in force, with a reputable insurance company, employers' liability and public liability insurance to cover the liabilities that may arise under or in connection with the Contract and shall produce to the Customer on request both the insurance certificate giving details of cover.

17. Termination

17.1 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:

- (a) the Supplier's financial position deteriorates to such an extent that in the Customer's reasonable opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- (b) the Supplier commits a breach of 4.1(b).

17.2 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:

- (a) the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 (thirty) days after being notified in writing to do so;
- (b) 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), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, 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]; or
- (c) 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.

17.3 Without affecting any other right or remedy available to it, Customer may terminate the Contract on giving not less than thirty (30) days' written notice to Supplier.

17.4 Termination of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

18. Exit arrangements

18.1 On termination of the Contract for whatever reason the Supplier shall, if so requested by the Customer, provide all assistance reasonably required by the Customer to facilitate the smooth transition of the Services to the Customer or any replacement supplier appointed by it.

19. General

19.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 30 (thirty) days, the party not affected may terminate the Contract by giving 10 (ten) days' written notice to the affected party.

19.2 **Subcontracting.** The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of the Customer. Approved subcontracts must be recorded in writing and impose on and secure from the parties terms equivalent to those imposed on or secured from the parties by this clause 13 of these Conditions. If the Customer consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all acts and omissions of its subcontractors as if they were its own.

19.3 Confidentiality.

- (a) Each party undertakes that it shall not at any time during the Contract, and for a period of 2 (two) years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 19.3(b).
- (b) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 19.3; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

19.4 **Announcements.** No party shall make, or permit any person to make, any public announcement concerning the existence, subject matter or terms of this agreement, the wider transactions contemplated by it, or the relationship between the parties, without the prior written consent of the other parties (such consent not to be

unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

- 19.5 Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 19.6 Variation.** 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) 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.
 - (b) 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 Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 19.8 shall not affect the validity and enforceability of the rest of the Contract.
- 19.9 Notices.**
- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:
 - (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (ii) sent by email to the address specified in the Order.
 - (b) Any notice or communication shall be deemed to have been received:
 - (i) if delivered by hand, at the time the notice is left at the proper address;
 - (ii) if sent by pre-paid first-class post next working day delivery service, at 9.00 am on the second Business Day after posting; or
 - (iii) 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. In this clause 19.9(b)(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
 - (c) This clause 19.9 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 19.10 Third party rights.** Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 19.11 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.
- 19.12 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.