

NORTHGATE VEHICLE HIRE CONDITIONS OF PURCHASE

1 **INTERPRETATION**

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

1.1 Definitions:

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

Commencement Date: has the meaning given in Clause 0.

Conditions: these terms and conditions as amended from time to time in accordance with Clause 18.10.

Contract: the contract between the Customer and the Supplier for the supply of Goods and/or Services, comprising the relevant Order, these Conditions and any applicable Goods Specification and Service Specification.

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

Customer: Northgate Vehicle Hire Limited registered in England and Wales with company number 01434157.

Customer Materials: has the meaning set out in Clause 0.

Data Protection Legislation: all data protection and privacy legislation in force from time to time in the UK or as otherwise applicable to a party, including (for so long as it applies to the UK) the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive (2002/58/EC); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426); and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

Deliverables: all documents, products and materials developed by the Supplier or its agents, contractors and employees 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 Location: has the meaning given in Clause 0.

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.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade 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 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 which subsist or will subsist now or in the future in any part of the world.

Mandatory Policies: the Customer's business policies and codes provided by the Customer from time to time and as may be updated from time to time by the Customer on written notice.

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Order: the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form or the Customer's written acceptance of the Supplier quotation (in each case including any attachments and exhibits, specifications, drawings, notes, instructions and other information provided by the Customer, whether physically attached or incorporated by reference).

Services: the services, including any Deliverables, to be provided by the Supplier 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.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive (2002/58/EC) (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

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 references to the singular includes the plural and vice versa, and a reference to one gender shall include a reference to the other genders.

1.2.4 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

1.2.5 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.

1.2.6 A reference to **writing** or **written** includes email but not fax.

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 deemed to be accepted on the earlier of:

2.2.1 the Supplier issuing written acceptance of the Order; 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 which are implied by law, trade custom, practice or course of dealing. To the extent of any conflict between the documents comprising a Contract, the following order of precedence shall apply: (i) terms of the Order; (ii) any Goods Specification or Service Specification; (iii) these Conditions.

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2.4 All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

3 SUPPLY OF GOODS

3.1 The Supplier warrants and represents that it is fully qualified, financed and organised to perform its obligations under any Contract and to ensure the Goods and Deliverables (as applicable):

3.1.1 correspond with their description and any applicable Goods Specification;

3.1.2 will 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 judgment;

3.1.3 where they are manufactured products, be free from defects in design, materials and workmanship and remain so for twelve (12) months after delivery or for the period of warranty whichever is longer after delivery; and

3.1.4 comply with all applicable laws in the UK and EU relating to the manufacture and sale, use, installation and maintenance of the Goods, product safety, packaging, labelling and hazardous substances (including the appropriate British Standard or equivalent specification unless otherwise agreed).

3.2 The Supplier shall provide to the Customer such information about the Goods and any components, parts or raw materials used in manufacturing the Goods as the Customer considers necessary, which may include safety and environmental specifications, COSHH data sheets, maintenance instructions, original manufacturer manuals, evidence of conformance to regulations and specific training requirements.

3.3 The Supplier shall 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 in respect of the Goods.

3.4 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.

3.5 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 0, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

3.6 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 which 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

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- 4.1.3 it states clearly on the delivery note any requirement for the Customer to return any packaging material for the Goods to the Supplier. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.
- 4.2 The Supplier shall deliver the Goods:
- 4.2.1 on the date specified in the Order or, if no such date is specified, then within 5 Business Days of the date of the Order;
- 4.2.2 to the location as is set out in the Order or as instructed by the Customer in writing before delivery (**Delivery Location**); and
- 4.2.3 during the Customer's normal hours of business on a Business Day, unless otherwise instructed by the Customer.
- 4.3 Time of delivery of the Goods is of the essence.
- 4.4 Delivery of the Goods shall be completed on the completion of (i) unloading of the Goods by the Supplier at the Delivery Location and (ii) the provision by the Customer of a signed receipt for the Goods.
- 4.5 If the Supplier:
- 4.5.1 delivers less than 95% of the quantity of Goods ordered, the Customer may reject the Goods; or
- 4.5.2 delivers more than 105% of 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.
- 4.6 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 0 in respect of all Goods ordered pursuant to the Contract.
- 4.7 Risk in the Goods shall pass to the Customer on completion of delivery. Title in the Goods shall pass to the Customer on completion of delivery, or, if earlier, when payment for the Goods is made.
- 5 SUPPLY OF SERVICES**
- 5.1 The Supplier shall from the Commencement Date 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 in writing and time is of the essence in relation to any of those performance dates.
- 5.3 In providing the Services, the Supplier warrants and represents that it, and will procure that the Supplier's representatives, shall:
- 5.3.1 co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;

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- 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;
- 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;
- 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, permissions, authorisations, consents and permits 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 or other locations relevant to the Services;
- 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, by act or omission, anything which may cause the Customer to lose any licence, authority, consent or permission upon 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 ensure that any installation as part of the Services is completed to the Customer's satisfaction; and
- 5.3.12 comply with any additional obligations as set out in the Service Specification.

6 CUSTOMER REMEDIES

- 6.1 If the Supplier fails to deliver the Goods by the applicable date or to perform the Services by the applicable date, or both, the Customer shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights and remedies:
 - 6.1.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 6.1.2 to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
 - 6.1.3 to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods and/or services from a third party;
 - 6.1.4 to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided and/or Goods that it has not delivered; and
 - 6.1.5 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 to meet such dates.

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- 6.2 If the Supplier has delivered Goods that do not comply with the undertakings set out in Clause 0 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:
- 6.2.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 6.2.2 to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
 - 6.2.3 to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods within 7 days of notifying the Supplier of the breach of Clause 0;
 - 6.2.4 to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
 - 6.2.5 to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute goods from a third party; and
 - 6.2.6 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 0.
- 6.3 If the Supplier has supplied Services that do not comply with the requirements of Clause 0 or Deliverables that do not comply with the requirements of Clause 0 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:
- 6.3.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 6.3.2 to return the Deliverables to the Supplier at the Supplier's own risk and expense;
 - 6.3.3 to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services within 7 days of notifying the Supplier of the breach;
 - 6.3.4 to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
 - 6.3.5 to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute services or deliverables from a third party; and
 - 6.3.6 to claim damages for any additional costs, loss or expenses incurred by the Customer arising from the Supplier's failure to comply with Clause 0 or Clause 0.
- 6.4 The Customer shall also have the right to inspect and test (as applicable) the Goods and / or Deliverables following delivery or performance of the applicable Services. If the Customer does not carry out any such inspection, acceptance will be deemed to have occurred 28 Business Days after delivery unless a latent defect is found in which case the Customer will have the option to reject the Goods or Deliverables following discovery of such latent defect.
- 6.5 The Customer shall not be deemed to have accepted the Goods merely by virtue of having sold the Goods to a third party upon or after delivery or having incorporated or converted them into other products or works.
- 6.6 These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.

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- 6.7 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.

7 CUSTOMER'S OBLIGATIONS

- 7.1 The Customer shall:

7.1.1 provide the Supplier with reasonable access at reasonable times during the Customer's normal hours of business on Business Days to the Customer's premises for the purpose of delivering the Goods and providing the Services; and

7.1.2 provide such necessary information for the provision of the Goods or Services as the Supplier may reasonably request.

8 CHARGES AND PAYMENT

- 8.1 The price for the Goods:

8.1.1 shall be 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

8.1.2 shall be inclusive of the costs of packing, packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by the Customer.

- 8.2 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. For the avoidance of doubt, no increase in the price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the Customer's prior written consent.

- 8.3 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. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant purchase order number.

- 8.4 In consideration of the satisfactory supply of Goods and/or Services by the Supplier, the Customer shall pay, subject to receipt of an accurate rendered invoice, the invoiced amounts at the end of the month following the month during which the invoice was received, the date of which must not be before satisfactory supply of the Goods and/or Services, to a bank account nominated in writing by the Supplier. Time of payment shall not be of the essence.

- 8.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (**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 and/or Services at the same time as payment is due for the supply of the Goods and/or Services.

- 8.6 If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party 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 daily at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when the base rate is, or is below, 0%. Where a payment is disputed in good faith,

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interest is only payable after the dispute is resolved, on sums found or agreed to be due, from 5 Business Days after the dispute is resolved until payment.

- 8.7 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow the Customer to inspect such records at all reasonable times on request.
- 8.8 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. 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.
- 8.9 Where the Customer disputes an invoice, the Customer is entitled to withhold the whole or part of the invoice to the extent of the amount in dispute, and shall pay the balance (if any) that is undisputed; the Customer shall promptly notify the Supplier of its reasons for withholding any amount under this Clause 8. For the avoidance of doubt, the Supplier is not discharged from performance of its obligations by reason only that some or all of the charges are withheld under this Clause 8.9.

9 INTELLECTUAL PROPERTY RIGHTS

- 9.1 In respect of, The Supplier warrants that it has full clear and unencumbered title to all Goods and Deliverables at the time of transfer to the Customer, and that it will have full and unrestricted rights to sell and transfer all such items to the Customer.
- 9.2 The Supplier hereby assigns to the Customer all Intellectual Property Rights arising out of or in connection with the Services (including in the Deliverables).
- 9.3 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to use and copy any materials provided by the Customer to the Supplier for the term of the Contract for the sole purpose of providing the Goods and/or Services to the Customer.
- 9.4 All Customer Materials are and shall remain the exclusive property of the Customer.

10 INDEMNITY

- 10.1 The Supplier shall indemnify the Customer against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Customer arising out of or in connection with:
- 10.1.1 breach of any warranty relating to the Goods or the Services under these Conditions;
- 10.1.2 any claim made against the Customer in respect of any breach or alleged breach by Customer of any statutory provision, regulation or other rule of law arising from the Supplier's acts or omissions or those of its employees, agents or subcontractors;
- 10.1.3 any claim made against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services (excluding the Customer Materials);

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10.1.4 any liability under the Consumer Protection Act 1987, the General Product Safety Regulations 2005 and under regulations relating to hazardous substances or under the Environmental Protection Act 1990 in respect of the Goods and/or the Services; and

10.1.5 any claim made against the Customer by a third party arising out of or in connection with the supply of the Goods, as delivered, or the Services, including any act or omission of the Supplier or its representatives.

10.2 This Clause 0 shall survive termination of the Contract.

11 INSURANCE

During the term of the Contract and for a period of 2 years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

12 CONFIDENTIALITY

12.1 Each party undertakes that it shall not at any time during the Contract and for a period of five (5) years after termination or expiry 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 0.

12.2 Each party may disclose the other party's confidential information:

12.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that such persons comply with this Clause 0; and

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

12.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

13 COMPLIANCE WITH RELEVANT LAWS AND POLICIES

13.1 In performing its obligations under the Contract, the Supplier shall and procure that the Supplier's representatives shall:

13.1.1 comply with all applicable laws, statutes, regulations and codes from time to time in force, including relating to the manufacture, packaging, labelling, delivery, use, installation and maintenance of the Goods and performance of the Services; and

13.1.2 comply with the Mandatory Policies.

14 DATA PROTECTION

14.1 The Supplier will comply with all applicable requirements of the Data Protection Legislation. This Clause 0 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this Clause 0, **Applicable Laws** means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or any law that applies in the UK. 14.2 The parties acknowledge that for the purposes of the Data Protection Legislation each of them acts as Data Controller unless a data processing schedule has been appended to the Contract in which case, the Customer is the controller and the Supplier is the processor in respect of the Personal Data set out in that schedule

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which sets 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.

- 14.3 Without prejudice to the generality of Clause 0, 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 for the duration and purposes of the Contract.
- 14.4 Without prejudice to the generality of Clause 0, the Supplier shall, in relation to any personal data processed for the Customer in connection with the performance by the Supplier of its obligations under the Contract:
- 14.4.1 process that personal data only on the documented written instructions of the Customer unless the Supplier is required by Applicable Laws to otherwise process that personal data. Where the Supplier is relying on Applicable Laws as the basis for processing personal data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Customer;
 - 14.4.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, 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);
 - 14.4.3 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
 - 14.4.4 not transfer any personal data outside of the European Economic Area or, once the UK leaves the EEA, the UK, unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - 14.4.4.1 the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
 - 14.4.4.2 the data subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies;
 - 14.4.4.3 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
 - 14.4.4.4 the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;
 - 14.4.5 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;
 - 14.4.6 notify the Customer without undue delay on becoming aware of a personal data breach;

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- 14.4.7 at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination or expiry of the Contract, or at any other time, unless required by Applicable Law to store the personal data; and
 - 14.4.8 maintain complete and accurate records and information to demonstrate its compliance with this Clause 0 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.
- 14.5 The Supplier may with the prior written consent of the Customer appoint a third party as a third-party processor of personal data under the Contract. The Supplier confirms that it has entered into or (as the case may be) will enter into a written agreement with such third-party processor, which agreement shall contain provisions which comply with the Data Protection Legislation and which, in any event, are no less onerous than those imposed under this clause 14. As between the Customer and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it.
- 15 TERMINATION**
- 15.1 Without affecting any other right or remedy available to it, the Customer may terminate the Contract:
- 15.1.1 with immediate effect by giving written notice to the Supplier if:
 - 15.1.1.1 there is a change of Control of the Supplier; or
 - 15.1.1.2 the Supplier's financial position deteriorates to such an extent that in the Customer's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
 - 15.1.1.3 the Supplier commits a breach of Clause 0 (Compliance with relevant laws and policies).
 - 15.1.2 for convenience, in whole or in part, by giving the Supplier written notice at any time before the applicable date for delivery of the Goods and/or performance of the Services.
- 15.2 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:
- 15.2.1 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 14 days after being notified in writing to do so;
 - 15.2.2 the Supplier commits more than one breach of any of its obligations and the cumulative effect of such breaches is that the Purchaser believe that the Supplier will continue to deliver a substandard performance over the one month period immediately after the service of notice specified in Clause 15.2.1;
 - 15.2.3 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), 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

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- 15.2.4 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.

16 CONSEQUENCES OF TERMINATION

- 16.1 On termination 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 will not use them for any purpose not connected with the Contract.
- 16.2 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.
- 16.3 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.

17 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 including acts of God; accidents; war; fire; flood; epidemics; disease; quarantine restrictions; freight embargoes; unusually severe weather; the act or omission of government; or any other event which is beyond the reasonable control of the affected Party ("Force Majeure"). In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate the Contract by giving 7 days' written notice to the affected party. For the avoidance of doubt Force Majeure does not include strikes or labour disputes of a party or its suppliers.

18 GENERAL

18.1 Assignment and other dealings.

- 18.1.1 The Customer may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Contract.
- 18.1.2 The Supplier shall not assign, transfer, mortgage, charge, 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 Customer.

18.2 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. If the Customer consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.

18.3 Notices.

- 18.3.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
- 18.3.1.1 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

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18.3.1.2 sent by email to the address specified in the Order.

18.3.2 Any notice shall be deemed to have been received:

18.3.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and

18.3.2.2 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 or at the time recorded by the delivery service if sooner; and

18.3.2.3 if sent by email, at the time of successful transmission or, if this time falls outside business hours in the place of receipt, when business hours resume. In this Clause 0, business hours means 9.00am to 5.00pm on a Business Day.

18.3.3 This clause 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.

18.4 **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 the Contract. If any provision of the Contract is deemed deleted under this Clause 0 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.

18.5 **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.

18.6 **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.

18.7 **Further assurance.** Each party shall at the request and cost of the other execute all deeds and other documents, and do all things that the other may require (acting reasonably) in Contract to give effect to the terms of the Contract.

18.8 **Entire agreement.** Each 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 it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty not set out in the Contract. Nothing in this clause shall limit or exclude any liability for fraud or fraudulent misrepresentation.

18.9 **Third party rights.**

18.9.1 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.

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- 18.9.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
- 18.10 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.
- 18.11 **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.
- 18.12 **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.