

1 Interpretation

1.1 In these Conditions the following expressions have the following meanings unless inconsistent with the context:

Anti-Slavery Laws: all applicable laws, regulations, rules and codes related to making provision about slavery, servitude and forced or compulsory labour and about human trafficking including the Modern Slavery Act 2015.

Conditions: these terms and conditions as amended from time to time in accordance with **clause 19.8**.

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

Customer: Paul Mason Consulting Limited (Registered in England No. 04144304) whose registered office is at: 30/32 Blacklands Way, Abingdon, Oxon OX14 1DY.

Data Processing Agreement: a collateral agreement to the Contract which sets out the basis on which the Supplier may process any Personal Data which it receives in connection with the Contract.

Data Protection Legislation: any laws, regulations, or other binding measures of the United Kingdom, the European Union, or any other jurisdiction applicable to the Parties which relates to the processing of personal data and specifically including the Data Protection Act 2018 and the General Data Protection Regulation, regulation 2016/679 of the European Parliament and of the Council of 26 April 2016.

Deliverables: any items to be provided by the Supplier to the Customer as part of the Services and/or as set out in an Order including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

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

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

Order: the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form or in the Customer's written acceptance of the Supplier's quotation.

Personal Data: as defined in the Data Protection Legislation.

Services: the services, including without limitation 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 from whom the Customer purchases the Goods and/or Services.

1.2 References to a statute, statutory provision, regulation, or specification is a reference

to such statute, statutory provision, regulation, or specification as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

- 1.3 The headings are for convenience only and will not affect the interpretation of these Conditions.
- 1.4 References to persons will include any individual, firm, body corporate, unincorporated association or partnership and includes references to that person's legal personal representatives and permitted assigns and reference to parties will be construed accordingly.
- 1.5 References to the plural will include the singular and vice versa.
- 1.6 Any phrase introduced by the term include, including, in particular or any similar expression will be construed as illustrative and will not limit the sense of the words preceding that term.

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:
 - (a) the Supplier issuing written unconditional acceptance of the Order;
 - (b) unless rejected earlier in writing by the Supplier, 5 days from the date of issue of the Order; or
 - (c) any act by the Supplier consistent with fulfilling the Order,at which point and on which date a 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 trade, custom, practice or course of dealing.
- 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.
- 2.5 Where there is any conflict between the Order and the Conditions the Conditions shall take precedence provided that an Order may amend any of the Conditions by explicitly mentioning the same.

3 Term

- 3.1 The Contract is, subject to the provisions of clause 8 and clause 16, effective from the Commencement Date until:
 - (a) for the supply of Goods and for the supply of Services for a fixed term or fixed Deliverables as specified in the Order, the completion of the parties' respective obligations; or
 - (b) for the supply of Services where a minimum term is specified in the Order, for the duration of the minimum term and thereafter shall continue in full force and effect until and unless terminated by the Customer on three (3) months' written notice to expire no earlier than the end of the minimum term.

4 Supply of Goods

- 4.1 The Supplier shall ensure that the Goods shall:
- (a) correspond with their description and any applicable specification, including any related plans and drawings, set out in the Order or otherwise agreed in writing by the parties and notwithstanding any specific requirement with the Order correspond with the form, fit, function and performance advertised or otherwise made available by the Supplier or generally accepted for goods of that description;
 - (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 judgment; and
 - (c) comply with all applicable statutory and regulatory requirements relevant to the Goods including those relating to manufacture, importation, labelling, packaging, storage, handling, delivery and environmental protection.
- 4.2 The Supplier shall remedy (by repair, replacement or rework at the Customer's option) defects in the Goods appearing within 12 months of the date of delivery which arise from faulty design, workmanship, materials or the Supplier's negligence and shall pay all associated expenses.
- 4.3 Unless otherwise explicitly stated, the Order is deemed to include the supply of all relevant documentation and certification, and of any commissioning of the Goods, and any legal rights and licences necessary to use the Goods for their intended purposes.
- 4.4 The Customer reserves the right to make minor changes to the specification of the Goods upon reasonable notice prior to delivery.
- 4.5 The Customer shall have the right to inspect and test the Goods at any time before or after delivery. If following such inspection or testing the Customer considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 4.1, the Customer shall inform the Supplier and the Supplier shall, subject to clause 8, immediately take such remedial action as is necessary to ensure compliance. Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and the Customer shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.
- 4.6 In respect of the Goods and any goods that are transferred to the Customer as part of the Services under this Contract, including without limitation the Deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to the Customer, it will have full and unrestricted rights to sell and transfer all such items to the Customer.

5 Delivery of Goods

- 5.1 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 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

- (c) if the Supplier requires the Customer to return any packaging material for the Goods to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.

5.2 The Supplier shall deliver the Goods:

- (a) on the date specified in the Order or, if no such date is specified, then within 30 days of the date of the Order, unless otherwise agreed in writing by the Customer and Supplier;
- (b) to the location as is set out in the Order or as instructed by the Customer before delivery (**Delivery Location**);
- (c) during the Customer's normal hours of business, or as instructed by the Customer.

5.3 Delivery of the Goods shall be completed on the Customer's acceptance of the Goods at the Delivery Location.

5.4 In the case of any Goods supplied from outside the United Kingdom, the Supplier shall ensure that accurate information is provided to the Customer as to the country of origin of the Goods and delivery of the Goods shall be on a Delivered Duty Paid Abingdon UK (DDP Incoterms® 2020) basis including any tariffs or duties introduced after the date of the Order.

5.5 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.

5.6 Title and risk in the Goods shall pass to the Customer on completion of delivery.

6 **Supply of Services**

6.1 The Supplier shall from the Commencement Date and for the duration of this Contract provide the Services to the Customer in accordance with the terms of the Contract.

6.2 The Supplier shall meet any performance dates for the Services specified in the Order or notified in advance to the Supplier by the Customer.

6.3 The Supplier shall comply with the Customer's requirements and instructions in relation to ISO/IEC 27001:2013 (**Information Security Standard**) and regardless of any stated requirements or lack thereof at all times employ the best practices of the Information Security Standard in the provision of the Service.

6.4 In providing the Services, the Supplier shall:

- (a) co-operate with the Customer in all matters relating to the Services, and comply with all reasonable instructions of the Customer;
- (b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- (c) use personnel who are suitably skilled, qualified and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations

are fulfilled in accordance with this Contract;

- (d) ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Service Specification and any description, specification and/or proposal provided by the Supplier, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by or on behalf of the Customer;
- (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- (f) 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 or use the Customer Materials other than in accordance with the Customer's written instructions or authorisation. All Customer Materials shall remain the exclusive property of the Customer;
- (g) not do or omit to do 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; and
- (h) notify the Customer as soon as the Supplier becomes aware of any non-conformance with the above, whereby the Customer shall, at its sole discretion, have the right to exercise the remedies set out in clause 8.1.

6.5 For Orders for Services, unless otherwise explicitly stated, the Order includes the complete performance of those Services including any user instruction, manuals, explanations or certifications and any legal rights or licences necessary to benefit from them for their intended purposes.

7 **Warranties**

7.1 The Supplier hereby warrants and represents to the Customer that:

- (a) it has the legal power and authority and all necessary rights, licences, permits and consents to (i) enter into this Contract; (ii) provide the Goods, Services, and Deliverables under this Contract; and (iii) to grant any licences granted by it under this Contract;
- (b) it will use the best quality goods, materials, standards and techniques, and ensure that the Goods, 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;
- (c) it will observe and comply with all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises or those of its end customers;
- (d) no payment to be made by the Customer to the Supplier under the Contract shall be subject by law to any withholding tax; and
- (e) neither the Goods nor the Deliverables shall contain any virus, trojan horse, worm, or other malware, or software or hardware device the effect of which is to permit unauthorized access or to disable, erase, or otherwise harm any computer, systems, or software.

8 Customer Remedies

- 8.1 The Supplier acknowledges that delivery on time with respect to the Supplier's obligations hereunder is very important to the Customer and that prompt and timely performance of all such obligations is required. If the Supplier fails to deliver the Goods and/or perform the Services by the applicable date, the Customer shall, without limiting its other rights or remedies, have any or all of the following rights:
- (a) to treat such failure as a material breach on the Contract that cannot be remedied and terminate the Contract with immediate effect by giving written notice to the Supplier;
 - (b) to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
 - (c) where the Customer has paid in advance for Services that have not been provided by the Supplier and/or Goods which have not been delivered by the Supplier, to have such sums refunded by the Supplier; and
 - (d) to claim damages for any costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to meet such dates including any costs for obtaining substitute Goods and/or Services from a third party.
- 8.2 If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 4.1, then, without limiting its other rights or remedies, the Customer shall have one or more of the following rights, whether or not it has accepted the Goods:
- (a) 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;
 - (b) to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - (c) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
 - (d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
 - (e) to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute goods from a third party; and
 - (f) 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 4.1.
- 8.3 These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.
- 8.4 The Customer's rights under this Contract are in addition to its rights and remedies implied by statute and common law.

9 Customer's Obligations

The Customer shall:

- (a) provide the Supplier with reasonable access at reasonable times to the Customer's premises for the purpose of providing the Services; and
- (b) provide such information as the Supplier may reasonably request for the provision

of the Services and the Customer considers reasonably necessary for the purpose of providing the Services.

10 Charges and Payment

10.1 The price for the Goods:

- (a) 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
- (b) shall be inclusive of the costs of all licences or other usage rights, packaging, insurance and carriage of the Goods, unless otherwise agreed in writing by the Customer. No extra charges shall be effective unless agreed in writing and signed by the Customer.

10.2 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.

10.3 In respect of 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 or in accordance with the payment schedule specified in the Order. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including but not limited to the relevant purchase order number. Unless specified otherwise in the Order, the Supplier will invoice Charges in Pounds Sterling and the Customer will pay all Charges in Pounds Sterling.

10.4 In consideration of the supply of Goods and/or Services by the Supplier, the Customer shall pay the invoiced amounts not subject to a bona fide dispute 30 days from receipt of invoice. The Customer shall make payment in accordance with the account details shown on the invoice.

10.5 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.

10.6 If the Customer fails to pay on time any undisputed amount properly due and payable by it under the Contract, the Supplier shall have the right to charge interest on the overdue amount in accordance with the Late Payment of Commercial Debt (Interest) Act 1998. This clause shall not apply to payments that the Customer disputes in good faith.

10.7 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.

10.8 The Customer may, without limiting its other rights or remedies, set off any amount owing to it by the Supplier under the Contract against any amount payable by the Customer to the Supplier under the Contract.

11 Intellectual Property Rights

- 11.1 In respect of all Goods and any Deliverables that comprise or include third party Intellectual Property Rights, the Supplier hereby grants to the Customer, or will obtain and assign to the Customer, for the life of the use of Goods an irrevocable, royalty-free, non-exclusive, transferable, sub-licensable licence of any Intellectual Property Rights (including rights to any software, firmware or databases comprised in the Goods) required for the purposes of receiving, using or reselling, and to the extent necessary to receive, use or resell, the Goods.
- 11.2 The Supplier assigns to the Customer, with full title guarantee and free from all third party rights (including moral rights), all Intellectual Property Rights in the products of the Services, including for the avoidance of doubt any Deliverables to the extent that the same do not comprise or include third party Intellectual Property Rights.
- 11.3 The Supplier shall, promptly at the Customer's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Customer may from time to time require for the purpose of securing for the Customer the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to the Customer in accordance with clause 11.1.

12 Indemnity, TUPE and Insurance

- 12.1 The Supplier shall keep the Customer indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Customer as a result of or in connection with:
- (a) any claim made against the Customer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods except to the extent that a relevant defect in the Goods is attributable to the acts or omissions of the Customer, its employees, agents or subcontractors;
 - (b) any claim made against the Customer by a third party arising out of, or in connection with, the supply of the Goods or Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors;
 - (c) any claim made against the Customer by a third party arising out of, or in connection with breach by the Supplier its employees, agents or subcontractors of clause 18, or for actual or alleged infringement of a Data Processing Agreement, Data Protection Legislation or the Bribery Act 2010 or other applicable anti-corruption laws or regulations or Anti-Slavery Laws; and
 - (d) 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 including the Deliverables.
- 12.2 In the event of a relevant transfer as defined in the Transfer of Undertakings (Protection of Employment) Regulations 2006 (**Employment Regulations**), the Supplier shall indemnify and hold harmless the Customer against all claims and all direct costs, proceedings, damages and expenses (including reasonable legal and other professional fees and expenses (and any VAT thereon)) awarded against, or incurred or paid by the Customer as a result of or in connection with:
- (a) anything done or omitted to be done by the Supplier in respect of any employees subject to the relevant transfer (**Employees**) before the date of expiry or

termination (in whole or in part) of the Contract;

- (b) all and any claims in respect of all emoluments and outgoings in relation to the Employees (including all wages, bonuses, PAYE, National Insurance contributions, pension contributions and otherwise) accrued during, or payable in relation to, the period, before their transfer; and
- (c) any claim made at any time by any employee of the Supplier other than the Employees who claim to have become an employee of or have rights against the Customer by virtue of the Employment Regulations.

12.3 For the duration of the Contract and for a period of 12 months 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.

13 **Limitation of Liability**

13.1 Neither party excludes or restricts in any way its liability under or in connection with the Contract for death or personal injury caused by its negligence or to any extent not permitted by law.

13.2 Subject to clause 13.1 the Customer's liability to the Supplier under or in connection with the Contract for all and any direct loss or damage arising at any time shall not in any event exceed an amount equal to the value of the Order. The Customer will not be liable to the Supplier (whether in contract, tort, under statute, for misrepresentation or otherwise (including in each case negligence) and whether or not the Customer was advised in advance of the possibility of such loss or damage, for any indirect or consequential loss or damage whatsoever.

13.3 The Supplier's liability to the Customer under or in connection with the Contract shall include all and any direct, indirect and/or consequential loss or damage suffered by the Customer.

13.4 Each part of this clause 13 operates separately. If any part of the clause is held by a Court to be unreasonable or inapplicable the rest of the clause will continue to apply.

14 **Confidentiality**

14.1 A party (**Receiving Party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party, its employees, agents, or subcontractors (**Disclosing Party**), and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party.

14.2 This clause 14 shall not apply to information which is:

- (a) in the public domain other than in breach of the Contract by the Receiving Party;
- (b) in the possession of the Receiving Party without confidentiality restriction before

such divulgence has taken place;

- (c) obtained from a third party who is free to divulge the same; or
- (d) developed by the Receiving Party independently of and without access to confidential information obtained under the Contract.

14.3 If either party receives a demand from a lawful authority, regulatory authority or court to disclose any confidential information provided to it by the other, it may comply with such demand if it has:

- (a) satisfied itself that the demand is lawful;
- (b) given the other party the maximum written notice permissible (if any) under the demand or at law in which to make representations; and
- (c) marked the required information as the confidential information of the other party.

14.4 The Receiving Party must, for a period of three (3) years following the termination of the Contract keep such confidential information in confidence and use the confidential Information only for the purposes of performing the Contract.

14.5 At the request of the Disclosing Party at any time, the Receiving Party shall return or destroy any confidential information received from the Disclosing Party.

14.6 The parties acknowledge that a violation of this clause 14 may cause irreparable harm to the Disclosing Party, for which monetary damages may not be an adequate remedy and that a Disclosing Party will (without prejudice to any other rights and remedies) have the right to apply for injunctive relief and/or for specific performance of this clause 14.

15 **Data Protection**

15.1 Each Party will strictly comply with their respective obligations under Data Protection Legislation. Neither Party shall do any act that puts the other Party in breach of its obligations under Data Protection Legislation and nothing in the Contract shall be deemed to prevent either Party from taking the steps it reasonably deems necessary to comply with Data Protection Legislation.

15.2 The parties acknowledge and agree that unless explicitly specified otherwise in the Order the performance of Services shall not involve the processing of Personal Data by one party on behalf of the other. The parties may process the business contact information of the other party's employees, contractors and/or other representatives, which contains Personal Data (**BCI Data**), however, such BCI Data will be processed by the parties acting as independent controllers (as such term is defined in the Data Protection Legislation).

15.3 If the Customer stipulates that the Supplier is required to sign a Data Processing Agreement, the Supplier's agreement to and compliance with such Data Processing Agreement shall be a condition of the Contract and the Data Processing Agreement shall in the event of conflict take precedence over the Conditions in respect of any processing (as such term is defined in the Data Protection Legislation) of Personal Data.

16 **Termination**

16.1 Without limiting its other rights or remedies, the Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if:

- (a) the Supplier commits a material or persistent breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of receipt of notice in writing of the breach;
- (b) the Supplier becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of its creditors, or if any of its assets are the subject of any form of seizure, or it goes into liquidation, either voluntary (otherwise than for solvent reconstruction or amalgamation) or compulsory or if a receiver or administrator is appointed over any of its assets;
- (c) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 16.1(b);
- (d) the Supplier suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business; or
- (e) the Supplier (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

16.2 Without limiting its other rights or remedies, the Customer may terminate the Contract:

- (a) in respect of the supply of Services, by giving the Supplier 1 month's written notice at any time; and
- (b) in respect of the supply of Goods, with immediate effect by giving written notice to the Supplier, in which case the Customer shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods at the date of termination but such compensation shall not include loss of anticipated profits or any consequential loss. The Customer shall not pay for any wasted costs that the Supplier is able to mitigate or off-set and shall only pay for those costs that the Customer is able to validate to its reasonable satisfaction.

16.3 In any of the circumstances in these Conditions in which the Customer may terminate the Contract, where both Goods and Services are supplied, the Customer may instead terminate part of the Contract in respect of the Goods, or in respect of the Services, and the Contract shall continue in respect of the remaining supply.

17 **Consequences of Termination**

On termination of the Contract or any part of it for any reason:

- (a) where the Services are terminated, 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 without limiting its other rights or remedies 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 this Contract;
- (b) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination; and
- (c) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

18 Compliance

- 18.1 The Supplier will not, and nor will any of its officers, employees, shareholders, representatives or agents directly or indirectly offer, give or agree to offer or give (either itself or in agreement with others) any payment, gift or other advantage which would violate the Bribery Act 2010 or other applicable anti-corruption laws or regulations or a reasonable person would otherwise consider to be unethical, illegal or improper.
- 18.2 The Supplier warrants, represents and undertakes that:
- (a) it has not engaged in and will not engage in any acts which would be considered contrary to the principles of or an offence under Anti-Slavery Laws; and
 - (b) it does not and will not knowingly or negligently use within its supply chain any entity that is, or is reasonably suspected of being, guilty of breaching any Anti-Slavery Laws.
- 18.3 The Supplier warrants that it has in place, and shall maintain in place throughout the term of the Contract, effective training, disclosure controls, policies and procedures designed to ensure compliance with all relevant laws and regulations including Data Protection Legislation, Anti-Slavery Laws, the Criminal Finances Act 2017, and the Bribery Act 2010 and will enforce them where appropriate. At the Customer's request, the Supplier will make a copy of such records, controls, policies and procedures available to the Customer.
- 18.4 The Supplier shall notify the Customer immediately in writing if it becomes aware of any breach or suspected or potential breach of this clause 18. The Supplier acknowledges that the Customer reserves the right to treat any breach of this clause 18 as a material breach of the Contract that cannot be remedied.
- 18.5 Promptly upon request the Supplier shall provide the Customer with a form signed by a director of the Supplier verifying in writing its compliance with the requirements set out in this clause 18.

19 General

- 19.1 **Force majeure:** Neither party shall be liable for failure or delay in the performance of its obligations caused by or resulting from force majeure which shall include, but not be limited to events which are unpredictable, unforeseeable or irresistible, such as any severe weather, flood, landslide, earthquake, storm, lightning, fire, subsidence, epidemic disease, acts of terrorism, outbreak of hostilities (whether or not war is declared), riot, explosions, strikes or other labour unrest (except in the case of the Supplier strikes or other labour unrest of the Supplier's employees), civil disturbance, sabotage, expropriation by governmental authorities and any other act or any event that is outside the reasonable control of the concerned party. If such event or circumstances prevent the Supplier from supplying the Goods and/or Services for more than 4 weeks, the Customer shall have the right, without limiting its other rights or remedies, to terminate this Contract with immediate effect by giving written notice to the Supplier.
- 19.2 **Assignment and subcontracting:**
- (a) The Supplier shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Customer.
 - (b) The Customer may at any time assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights under the Contract and may

subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

- 19.3 **Notices:** All notices shall be in writing and posted to the addresses set out on the Order (or such other address as a party advises by notice from time to time) using recorded delivery. Acknowledgement of recorded receipt shall be taken as receipt for purposes where timing is required under the Contract.
- 19.4 **Waiver and cumulative remedies:** Except as otherwise specifically provided in the Contract, no failure to exercise, or delay in exercising, any right, power or privilege set forth in the Contract will operate as a waiver of any right, power or privilege. If either Party waives a breach of the Contract that waiver is limited to that particular breach.
- 19.5 **Severance:** If any part term or provision of the Contract not being of a fundamental nature, be held illegal or unenforceable, the validity or enforceability of the remainder of the Contract shall not be affected.
- 19.6 **No partnership:** Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture or create a contract of employment of any kind between any of the parties, nor constitute any party the agent of the other party for any purpose. No party shall have authority to act as agent for or create or accept any liability, obligation or commitment on behalf of the other party or to bind the other party in any way.
- 19.7 **Third parties:** Except as explicitly specified herein the Contract does not create any right enforceable by any third party under the Contract (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 19.8 **Variation:** Any variation, including any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by the Customer. Any discussions, which may take place between the parties in connection with a request before the authorisation of a resultant change to the Contract, will be without prejudice to the rights of either party.
- 19.9 **Survival:** The parties' rights and obligations, which, by their nature would continue beyond the termination, cancellation or expiration of the Contract, shall survive termination, cancellation or expiration of the Contract.
- 19.10 **Right of Audit:** The Supplier shall, on reasonable written notice in advance, allow the Customer or its agents to access any of the Supplier's premises, personnel, records and systems used by the Supplier in the provision of the Goods and/or Services as may be reasonably required to verify the accuracy of any charges and the Supplier's compliance with the terms of the Contract and with applicable laws or regulations. Each party shall meet its own costs in performing and assisting in an audit.
- 19.11 **Dispute Resolution:**
- (a) The parties intend, where it is practicable to do so and depending on the nature of the disagreement in question, to attempt to resolve disputes informally. Any disagreement between the parties arising out of, or in relation to, the Contract which cannot be resolved by the parties' appropriate representatives within ten (10) days after it has first arisen shall be referred to the parties' respective managing directors (or equivalent role) who shall attempt in good faith to resolve it within a further ten (10) days.
 - (b) The parties shall each continue to diligently discharge their obligations under the Contract pending any resolution of a dispute as if a dispute had not been raised.

- (c) If the dispute is not resolved after the procedures detailed in clause 19.11(a) have been followed then the parties agree to consider resolving the dispute by means of non-binding mediation using such mediator as the parties shall agree from time to time. Any mediation will be conducted in London and in the English language.
- (d) Nothing in this clause 19.11 will prevent either party from exercising any rights and remedies that may be available in respect of any breach of the provisions of the Contract.

19.12 **Publicity:** The Supplier shall not and shall procure that none of its suppliers or subcontractors shall, issue any press release or other public document, or make any public statement, with respect to the subject matter of the Contract, without the Customer's prior written approval. The Supplier may not use any name, trademarks or service marks of the Customer or refer to the Customer directly or indirectly in any media release, public announcement or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists or business presentations, without obtaining prior written consent from the Customer, which consent the Customer may at its sole discretion withhold,

19.13 **Governing law and jurisdiction:** The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.