

1. Definitions

1.1. In these Terms (“Terms”) the following expressions shall have the following meanings unless inconsistent with the context:

Contract means the agreement between the Customer and the Supplier which incorporates these Terms and the requirements set out in the Purchase Order.

Customer means the company or organisation within the Group identified as the customer on the Purchase Order to which these Terms relate.

Data Protection Legislation means all applicable data protection and privacy legislation in force from time to time in the UK including:

- (a) the General Data Protection Regulation ((EU) 2016/679);
- (b) the Data Protection Act 2018;
- (c) the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC);
- (d) the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended

and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply relating to the use of Personal Data (including, without limitation, the privacy of electronic communications) including, where applicable, the guidance and codes of practice issued by the Information Commissioner;

Goods means any goods supplied by the Supplier to the Customer under the Contract.

Group means Livv Housing Group (with registered address at Lakeview, Kings Business Park, Prescot, L34 1PJ) and all of its subsidiary organisations, including but not limited to Livv Homes Limited and Livv Maintenance Limited.

Intellectual Property Rights means all intellectual property rights (including without limitation patents, trademarks, designs, design rights, copyright, inventions, trade secrets, know-how and confidential information) and all applications for protection of any of the same.

Legislation means all laws, statutory instruments, regulations in force from time to time in the United Kingdom.

Party means a party to this Contract and “Parties” shall mean all parties to this Contract.

Personal Data shall have the meaning given to it under the applicable Data Protection Legislation.

Purchase Order means the Customer’s written instructions to the Supplier to supply Goods and/or Services which incorporate these Terms.

Services mean any services, duties and responsibilities to be provided, performed and observed by the Supplier pursuant to the Contract.

Supplier means the person, firm or company supplying the Goods or Services under these Terms and to whom the Purchase Order is addressed.

1.2. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

- 1.3. Condition headings do not affect the interpretation of these terms and conditions.
- 1.4. Any words following the terms including, include, in particular 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.
- 1.5. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6. Data subject, controller, processor, personal data breach, processing and appropriate technical and organisational measures shall bear the meanings given to those terms respectively in the Data Protection Legislation.

2. Application of Terms and Conditions

- 2.1. Subject to any variation under Condition 2.3, these Terms shall apply to the Purchase Order to the entire exclusion of all other terms, conditions or representations. The Supplier's terms and conditions are expressly excluded unless there is a specific contract between the Customer and the Supplier governing the Goods and/or Services supplied under the Purchase Order. Where there is a specific contract it shall apply in conjunction with these Terms to the extent that they are not inconsistent with the contract.
- 2.2. The acceptance of a Purchase Order and the supply of Goods and/or Services to the Customer by the Supplier shall be deemed to be conclusive evidence of the acceptance of these terms and conditions by the Supplier.
- 2.3. Except as set out in these Terms, 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.
- 2.4. The Supplier shall ensure that all permitted subcontractors, suppliers, agents and advisors or other persons engaged by the Supplier for the purposes of supplying the Goods and/or providing the Services under this agreement comply with the terms of this Contract.

3. Prices

- 3.1. The price of the Goods and/or Services shall be stated in the Purchase Order and will apply (without variation) for the stated quantity of the Goods and/or through the period of provision of the Services in the Order.
- 3.2. Unless otherwise agreed in writing by the Customer, the price shall be exclusive of value added tax but inclusive of all other charges including delivery costs.
- 3.3. The Customer may offset any sums owed by the Supplier against any sums payable to the Supplier under the Purchase Order.

4. Delivery

- 4.1. Unless expressly agreed in writing otherwise, time shall be of the essence for the supply of Goods and/or Services and the Goods and/or Services shall be delivered in full within 14 days of the Purchase Order date unless the Purchase Order states otherwise.
- 4.2. If there is, or is likely to be, any delay or likely delay in completing a Purchase Order the Supplier shall, immediately after becoming aware of this fact, give written notice to the Customer giving the reasons for any actual or anticipated delay and details of any alternative delivery dates proposed and subject to receipt of such notice the Customer may grant in writing a reasonable extension of the period of time stated in the relevant Purchase Order if and to the extent that in the reasonable opinion of the Customer the delay is solely due to a cause beyond the Supplier's control. Where the delay is solely due to a cause beyond the Supplier's control the Customer may reschedule delivery/performance of the Goods/Services or cancel the Purchase Order without liability to the Supplier. If delivery is delayed in any other circumstances the Supplier shall reimburse the Customer for any additional costs the Customer incurs.
- 4.3. Delivery notes must be supplied with every delivery against a Purchase Order. Every delivery note and all correspondence must quote the Customer's Purchase Order number and must provide the full contact name, address and telephone number of the Supplier.
- 4.4. It is the Supplier's responsibility to ensure that Goods are delivered in full to the delivery point specified in the Purchase Order.
- 4.5. Unless expressly agreed in writing otherwise, deliveries will only be accepted between Mondays to Friday (except bank holidays) during office hours (9:00 am – 5:00 pm).

5. Supplier responsibilities

- 5.1. The quantity, type and price of the Goods and/or Services, plus any particular requirements in relation to the Goods and/or Services, shall be as set out in the Purchase Order.
- 5.2. The Supplier warrants that the Goods will correspond to the type, quantity, description and particular requirements contained in the Purchase Order and shall be of satisfactory quality and fit for the purpose of their intended use held out 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. In addition the Supplier warrants that the Goods will comply with all applicable British and European standards.
- 5.3. The Supplier also warrants that the Goods shall:
 - 5.3.1. where they are manufactured products, be free from defects in design, materials and workmanship and remain so for 12 months after delivery; and
 - 5.3.2. comply with all applicable statutory, and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 5.4. The Supplier shall provide to the Customer prior to delivery, full information in respect of any substances to be supplied which are subject to the Control of Substances Hazardous to Health Regulations 2002 (as amended), and the Customer shall be under no obligation to make any payment to the Supplier under the applicable Contract if (where applicable) such information has not been supplied in accordance with this Condition 5.44.
- 5.5. The Supplier shall keep a complete and up to date point in time record of the Goods supplied further to the Contract and all other materials supplied to the Customer pursuant to other contracts and will provide this information to the Customer within three (3) working days of such a request from the Customer.

6. Acceptance of Goods/Services

- 6.1. An authorised representative of the Customer must sign for Goods delivered and/or Services provided. However, such a signature does not by itself constitute the Customer's acceptance of the quality or quantity of the Goods delivered and/or Services provided, even where any delivery note provided to the Customer by the Supplier states that any such signature confirms that a specified quantity of goods have been received in a specific condition.
- 6.2. The Customer reserves the right for good and sufficient reason to reject all or any Goods and/or Services that do not comply with the Contract at any time within 1 month from the date of delivery. The Customer will notify the Supplier in writing with reasons for rejection and will request the Supplier to remove and/or rectify any such rejected Goods and/or Services without delay and at the Supplier's expense. Rejected Goods and/or Services will remain the property of the Supplier at all times and the Customer will be under no obligation to pay for them.
- 6.3. The acknowledgement of delivery in no way limits or excludes the liability of the Supplier under the Contract.
- 6.4. Unless stated in the Purchase Order, the Supplier is responsible for the provision of all equipment required for the processing (if necessary), loading, delivery and off-loading of the Goods.
- 6.5. The Customer shall provide for use by the Supplier in connection with performance of Purchase Orders only such facilities and equipment as are described in the Purchase Order and the Supplier shall indemnify and keep indemnified the Customer in relation to any costs, losses, damages or expenses incurred in relation to the use of such facilities and equipment.

7. Defects

The Supplier will make good by repair or replacement (in accordance with the Customer's choice) any defects in the Goods and shall bear any reasonable expenses incurred by the Customer as a consequence of such defects including, where necessary, the costs of opening up or dismantling of other works or assemblies to permit such replacement and of re-assembly and making good after replacement and testing to the Customer's reasonable satisfaction subject to the Customer taking reasonable steps to mitigate the amount and cost of such works. Failure by the Supplier to make good any such defect (save for such minor defects as do not affect the intended use of the Goods) shall entitle the Customer to refuse to acknowledge delivery or, if delivery has been acknowledged, to invalidate such acknowledgement.

8. Services

8.1 The Services shall be performed by the Supplier:

- by appropriately qualified and experienced staff;
- using the level of skill, care and diligence as would be expected of a properly qualified supplier experienced in carrying out services of the nature, scope, type and value to the Services;
- in a timely, efficient and professional manner in accordance with the Contract; and
- to the reasonable satisfaction of the Customer.

9. Risk

The Goods shall remain at the risk of the Supplier until delivery to the Customer is complete (including off-loading and stacking). Ownership of and title in the Goods shall pass to the Customer on delivery.

10. Payment

- 10.1. The Customer will not make any payment to the Supplier unless the Supplier is in receipt of an official Purchase Order.
- 10.2. If appropriate, separate invoices must be rendered for each part delivery against a Purchase Order. The Purchase Order number must be correctly quoted on all invoices. The Customer is registered for VAT and requires tax invoices from all VAT registered Suppliers showing the VAT rate, the amount of VAT charged and the Supplier's VAT registration number.
- 10.3. Subject to compliance by the Supplier with the Contract and unless otherwise agreed in writing the Customer will make payment for Goods and/or Services within 30 days of the date of the Supplier invoice which is correct in all material particulars. The Customer shall make all payments via a BACS transfer.
- 10.4. Payment by the Customer shall be without prejudice to any claims or rights which the Customer may have against the Supplier and shall not constitute any admission by the Customer as to the performance by the Supplier of its obligations or waiver of its rights hereunder.

11. Liability and Indemnity

- 11.1. The Supplier shall indemnify and keep the Customer indemnified in full against all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, loss of reputation, depletion of goodwill and like loss), loss, damages, injury, fines, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by the Customer as a result of or in connection with:
- 11.1.1. any claim made against the Customer by a third party for death, personal injury or damage to property arising out of, in connection with, defects in the Goods, as delivered, or Services;
- 11.1.2. an infringement or alleged infringement of any Intellectual Property Rights caused by the use, manufacture or supply of the Goods or receipt, use or supply of the Services;
- 11.1.3. any claim made against the Customer in respect of any liability, loss, damage, injury, cost or expense sustained by the Customer's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Goods, as delivered, and/or Services as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the terms of the Contract by the Supplier; and
- 11.1.4. any failure by the Supplier or its directors, employees, representatives, agents or contractors to comply with any of its obligations under Condition 13 or Data Protection Legislation that gives rise to a claim against the Customer.
- 11.2. The Supplier will be responsible for all the actions of its permitted subcontractors, suppliers, agents and advisors in connection with the Goods and/or Services.
- 11.3. The Supplier undertakes to:
- 11.2.1. maintain, at its own cost, the level of insurance stipulated by the Customer via the Purchase Order or any other written notification (electronic or otherwise) as required for the Contract.
- 11.2.2. maintain, at its own cost, when no insurances have been stipulated by the Customer, appropriate insurances for suitable amounts to meet its minimum legal obligations under all applicable Legislation in respect of any one occurrence or series of occurrences arising out of one event.
- 11.4. Where no insurance levels are stipulated in the Purchase Order, the minimum insurance levels shall be:
- (a) Product Liability Insurance (for Goods) £5 million;

- (b) Professional Indemnity Insurance (for Services) £5 million;
 - (c) Public Liability Insurance (for Services) £5 million;
 - (d) Employer's Liability Insurance (for Services) £10 million.
- 11.5. The provisions of this Condition 11 shall survive termination of the Contract.

12. Confidentiality

The Supplier agrees to keep all documents supplied to it by the Customer or which are created in connection with this Contract and the Goods and Services and all other matters arising or coming to its attention in connection with the provision of the Goods and Services secret and confidential and not at any time for reason whatsoever to disclose them or permit them to be disclosed to any third party except as permitted hereunder to enable the Supplier to carry out its duties and obligations. The Supplier's obligations under this Condition shall survive the expiry or the termination of the Contract for whatever reason.

13. Data Protection

- 13.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This Condition 13 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 13.2. Where for the purposes of the Data Protection Legislation, the Customer is the controller and the Supplier is the processor, the provisions of this Condition 13 shall apply.
- 13.3. Without prejudice to the generality of Condition 13.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful processing and transfer of the personal data to the Supplier for the duration and purposes of the Contract.
- 13.4. Where the Supplier receives any Personal Data from the Customer, it shall ensure that it fully complies with the provisions of Data Protection Legislation and only deals with the Personal Data to fulfil its obligations in relation to the Contract.
- 13.5. Without prejudice to the generality of Condition 13.1 in providing the Goods and/or performing the Services, the Supplier shall, at all times:
- 13.5.1. process Personal Data only on documented instructions from the Customer;
 - 13.5.2. only process Personal Data in the European Economic Area and shall not transfer, transmit or otherwise store Personal Data outside of the European Economic Area without the prior written consent of the Customer and without the following conditions being fulfilled:
 - a the Customer or Supplier has provided appropriate safeguards in relation to the processing;
 - b the data subject has enforceable rights and effective legal remedies;
 - c 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
 - d the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of personal data;
 - 13.5.3. ensure that persons authorised to process Personal Data have committed themselves to confidentiality in respect of Personal Data on terms no less onerous than those set out in the Contract;
 - 13.5.4. take all appropriate technical and organisational measures required relating to data security (as reasonably directed by the Customer from time to time) including to protect and safeguard the Customer against unauthorised or unlawful access to Personal Data. For the avoidance of doubt such measures may include (but not be limited to):
 - a the minimisation, pseudonymisation and encryption of Personal Data;
 - b the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - c the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident;
 - d a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
 - 13.5.5. not appoint any third party to process Personal Data without:
 - a the express prior written consent of the Customer; and
 - b imposing the same contractual data protection obligations on such sub-contractor as are in this Contract;

- 13.5.6. assist the Customer by implementing appropriate technical and organisational measures, including for the fulfilment of the Customer's own obligations to respond to requests for exercising data subjects rights under Data Protection Legislation;
 - 13.5.7. assist the Customer in ensuring compliance with Data Protection Legislation (where reasonably requested) including but not limited to assisting with the carrying out of data protection impact assessments and providing all such other information and/or data the Customer may reasonably deem necessary in order to comply with its obligations under Data Protection Legislation;
 - 13.5.8. immediately delete or return any or all Personal Data to the Customer upon any request of the Customer after the end of the provision of Goods and/or Services relating to processing; and
 - 13.5.9. maintain and make available to the Customer complete and accurate records and information necessary to demonstrate compliance with the obligations laid down in this Condition 13 and its compliance with the Data Protection Legislation and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer (including any regulatory bodies or accrediting bodies).
- 13.6. In the event of any Personal Data breach (howsoever caused), the Supplier shall immediately, and in any event within 24 hours after becoming aware of it, notify the Customer of such Personal Data breach. The Supplier shall ensure that any notice given to the Customer under this Condition 13.6 shall at the least:
- 13.6.1. describe the nature of the Personal Data breach including, where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of Personal Data records concerned;
 - 13.6.2. communicate the name and contact details of the Supplier's data protection officer or other contact point where more information can be obtained;
 - 13.6.3. describe the likely consequences of the Personal Data breach;
 - 13.6.4. describe the measures taken or proposed to be taken by the Supplier to address the Personal Data breach, including, where appropriate, measures to mitigate its possible adverse effects.
- 13.7. The Supplier and its representative shall maintain a record of all categories of data processing activities it carries out on behalf of the Customer, such records to include:
- 13.7.1. the name and contact details of the Supplier, any sub-contractors processing data on the Supplier's behalf, the Customer or applicable Customer entity (on whose behalf the Supplier is acting), and, where applicable, the Customer's and/or the Supplier's representative, and the data protection officer;
 - 13.7.2. the categories of processing carried out on behalf of the Customer;
 - 13.7.3. where applicable, transfers of Personal Data to a third country or an international organisation, including the identification of that third country or international organisation and, where applicable under Data Protection Legislation, the documentation of suitable safeguards; and
 - 13.7.4. where possible, a general description of the technical and organisational security measures that it has taken in accordance with Condition 13.5.4.
- 13.8. The Supplier shall notify the Customer as soon as it receives a request from a data subject wishing to exercise one or more of its rights in respect of its Personal Data under Data Protection Legislation.
- 13.9. The Supplier shall provide the Customer with full co-operation and assistance in relation to any request under Condition 13.7.8 made by a data subject.
- 13.10. In the event of termination of this Contract the Supplier shall comply with the Customer's data retention policy and when directed to do so by the Customer, and shall instruct all its agents and sub-contractors to, erase all information and data provided by the Customer and all copies of any part of the information and data provided by the Customer from their systems and magnetic data.

14. Intellectual Property

14.1 Intellectual Property Rights in all drawings, specifications, documents and data supplied by the Customer to the Supplier or not so supplied but used by the Supplier in the provision of Goods and/or Services shall at all times be and remain the exclusive property of the Customer but shall be held by the Supplier in safe custody at its own risk and maintained and kept in good condition by the Supplier until returned to the Customer and shall not be disposed of other than in accordance with the Customer's written instructions, nor shall such items be used otherwise than as authorised by the Customer in writing.

14.2 The Supplier grants the Customer an irrevocable, non-exclusive, royalty-free licence to use all

applicable Intellectual Property Rights in connection with the use of the Goods or receipt of the Services.

15. Compliance with Anti-Slavery and Human Trafficking Laws

- 15.1 In performing its obligations under the Contract, the Supplier shall:
- 15.1.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force including but not limited to the Modern Slavery Act 2015; and
 - 15.1.2 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 were carried out in the UK;
 - 15.1.3 include in contracts with its direct subcontractors and suppliers provisions which are at least as onerous as those set out in this Condition 15.
 - 15.1.4 notify the Customer as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Contract.
 - 15.1.5 maintain a complete set of records to trace the supply chain of all Goods and Services provided to the Customer in connection with this Contract; and permit the Customer and its third party representatives 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 Condition 15.
- 15.2 The Supplier represents and warrants that it not has been convicted of any offence involving slavery and human trafficking; nor has it 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.
- 15.3 The Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of this Condition 15.

16. Anti-Bribery and Anti-Corruption

- 16.1 The Supplier shall:
- 16.1.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**);
 - 16.1.2 comply with the Customer's Ethics, Anti-bribery and Anti-corruption Policies which are available from Livv Housing Group, Lakeview, Kings Business Park, Prescot, Knowsley L34 1PJ in each case as the Customer may update them from time to time (**Relevant Policies**);
 - 16.1.3 have and shall maintain in place throughout the term of this Contract its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and Condition 16.1, and will enforce them where appropriate;
 - 16.1.4 promptly report to the Customer any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Contract;
 - 16.1.5 immediately notify the Customer (in writing) if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier and the Supplier warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of this Contract);
 - 16.1.6 within two months of the date of the Purchase Order, and annually thereafter, certify to the Customer in writing signed by an officer of the Supplier, compliance with this Condition 16 by the Supplier and all persons associated with it under Condition 16.2. The Supplier shall provide such supporting evidence of compliance as the Customer may reasonably request.
- 16.2 The Supplier shall ensure that any person associated with the Supplier who is performing services in connection with this Agreement does 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 Condition .16.2 (**Relevant Terms**). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Customer for any breach by such persons of any of the Relevant Terms.
- 16.3 Breach of this Condition 16.2 shall be deemed a material breach under Condition 19.
- 16.4 For the purpose of this Condition 16, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this Condition 16 a person associated with the

Supplier includes but is not limited to any subcontractor of the Supplier.

17. Facilitation of Tax Evasion

- 17.1 In performing its obligations under the Contract, the Supplier shall:
- 17.1.1 comply with all applicable laws, statutes, regulations, and codes relating to prevention of the criminal facilitation of tax evasion in force including but not limited to the Corporate Criminal Offence of the Facilitation of Tax Evasion of the Criminal Finances Act 2017.
 - 17.1.2 have and maintain in place relevant policies and procedures in relation to the prevention of the facilitation of tax evasion
 - 17.1.3 immediately notify the customer (in writing) if:
 - a there is reasonable grounds to believe the supplier has breached any term of this Condition;
 - b any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017 or any suspected tax evasion offences or facilitation of tax evasion offences, whether under UK law or under the law of any foreign country, in connection with the performance of this agreement
- 17.2 Breach of this Condition 17 shall be deemed a material breach under Condition 19.

18. Health and Safety

- 18.1 In providing the Goods and/or Services the Supplier and its personnel will comply with:
- All applicable laws (including health and safety and equality and diversity laws);
 - Control and Management of Contractors Procedures and these are available from the Customer .
- 18.2 The Supplier must, when on the Customer's premises or carrying out work for and on behalf of the Customer, comply with the Customer's health and safety policies and procedures. The policies and procedures are available for inspection and can be obtained from the Customer. The Customer may refuse admission to the Supplier's personnel or require such personnel to leave its premises at any time without giving any reason.

19. Termination

- 19.1. Subject to the provision of any minimum term detailed in the Purchase Order, the Supplier may terminate this Contract at any time and for any reason by giving the Customer three months' notice in writing.
- 19.2. The Customer terminate this Contract at any time and for any reason by giving the Supplier three months' notice in writing.
- 19.3. The Customer shall have the right at any time by giving notice in writing to the Supplier to terminate the Contract with immediate effect in the event the Supplier:
- 18.2.1. commits a material breach of these Terms which is not remedied to the Customer's satisfaction within 7 days of written notice from the Customer notifying the Supplier of the breach and stating that if it is not remedied the Contract will be terminated;
 - 18.2.2. repeatedly fails to comply with or breaches these terms such that the Customer reasonably believes the Supplier is incapable of performing or unwilling to properly perform its obligations under the Contract;
 - 18.2.3. or anyone for whom it is responsible has acted fraudulently or made a fraudulent representation in connection with the Goods and/or Services; or
 - 18.2.4. has been the subject of any insolvency related procedure including having:
 - had an administrator, receiver, receiver and manager or administrative receiver appointed or having notified or been notified of an intention, or taken any steps
 - suspended the payment of debts or commenced negotiations with its creditors to reschedule its debts;
 - had a winding up petition presented against it; or
 - suffered any equivalent insolvency related procedure.
- 19.4. Without prejudice to the Customer's other rights and remedies, the Customer may terminate the Contract with immediate effect by notice if the Supplier commits any breach of the Contract and where such breach is capable of remedy fails to remedy such breach within 14 days of being given written notice to do so by the Customer.

- 19.5. Termination of the Contract shall not prejudice or affect any right or remedy which has accrued or shall accrue thereafter to the Customer, and any provision which is expressed to survive the Contract shall remain in full force and effect.
- 19.6. In the event of the Customer terminating the Contract other than for reasons of the Supplier's material breach, the Customer shall:
- (a) pay the Supplier fair and reasonable compensation for any work in progress on the Goods or Services at the time of termination, but such compensation shall be limited to actual costs (reasonably and properly incurred);
 - (b) be under no obligation to make further or additional payments to the Supplier and/or the Customer;
 - (c) not be liable to the Supplier for any loss of profits, loss of contracts or other costs, losses and/or expenses arising out of or in connection with such termination.

20. Assignment and Sub-Contracting

- 20.1. The Supplier shall not assign, transfer, sub-contract or in any other manner make over to any third party the benefit of the Contract (or any part thereof) without the prior written consent of the Customer.
- 20.2. The Customer shall be able to assign the Contract or any part thereof or any benefit or interest in the Contract to any company within the Customer's corporate group without the consent of the Supplier provided the recipient company has the capability and resource to adequately fulfil its obligations under the Contract.
- 20.3. The Supplier shall not sub-let the performance of the whole of the Contract. The Supplier shall not sub-let any part of the Contract without the prior consent of the Customer and such consent if given shall not relieve the Supplier from any liability or obligation under the Contract without prejudice to the generality of the foregoing the Supplier shall ensure that sub-contractors comply with the Contract and it shall be responsible for the acts, defaults and neglects of any sub-supplier, its staff and agents.

21. No Waiver

No failure to exercise or delay in exercising any right, power or remedy under or in connection with the Contract shall operate as a waiver thereof, and no single or partial exercise of any right, power or remedy shall preclude any further or other exercise thereof, or the exercise of any other right or remedy.

22. Third Parties

Save for any company or organisations in the Group which shall be entitled to enforce any Contract under these Terms on behalf of the Customer, a person who is not a party to this Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract. This Condition does not affect any right or remedy of any person which exists or is available other than pursuant to this Act.

23. Severance and notices

- 23.1. 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 Condition shall not affect the validity and enforceability of the rest of the Contract.
- 23.2. All notice or other communications in connection with the Contract or these Terms must be in writing and shall be validly served if;
- (a) delivered to the other Party personally;
 - (b) Sent by pre-paid first class post or recorded delivery to:
 - o Its registered office; or
 - o (In any other case) its principal place of business

24. Force Majeure

Neither party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in the performance of the Contract which result from circumstance beyond the reasonable control of that party provided the party effect uses all commercially reasonable endeavours to make alternative arrangements. The party affected by such circumstances shall promptly notify the other party in writing when

such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than 6 months, either party may terminate this Contract by written notice to the other party.

25. Law and Disputes

The validity, construction and performance of the Contract shall be governed by English Law and the Parties shall submit to the exclusive jurisdiction of the English courts.