

Terms and Conditions

Definitions and interpretation

In these Conditions the following definitions apply:

Affiliate	means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity;
Applicable Law	means all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local or national or international in any relevant jurisdiction;
Bribery Laws	means the Bribery Act 2010 and all Applicable Laws in connection with bribery or anti-corruption and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010;
Business Day	means a day other than a Saturday, Sunday or bank or public holiday when banks generally are open for non-automated business <i>in England</i> ;
Carbon Credits	means carbon credits available for purchase and Retirement on a public register
Carbon Footprint Offsetting Portfolio	means the carbon footprint offsetting portfolio produced by us setting out our recommendations for carbon off-setting via the purchasing and Retirement of Carbon Credits.
Carbon Neutral Certification Status	means certification by you as a carbon neutral certified business under the PAS 2060 guidance;
Carbon Offsetting	means the reduction in your greenhouse gas emissions via the offsetting a specified volume of greenhouse gas emissions against the purchase of the equivalent volume of Carbon Credits.
Conditions	means the Our terms and conditions of supply set out in this document;
Confidential Information	means any commercial, financial or technical information, information relating to the Services, plans, know-how or trade secrets which is obviously confidential in nature or has been identified as confidential, or which is developed

	by a party in performing its obligations under, or otherwise pursuant to the Contract;
Contract	means the agreement between us and you for the supply and purchase of Services incorporating these Conditions and the Order and including all their respective schedules, attachments, annexures and statements of work;
Control	has the meaning given to it in section 1124 of the Corporation Tax Act 2010 and Controls , Controlled and under common Control shall be construed accordingly;
Controller	shall have the meaning given to it in applicable Data Protection Laws from time to time;
Data Protection Laws	means, as binding on either party or the Services: (a) the GDPR; (b) the Data Protection Act 2018; (c) any laws which implement any such laws; and (d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;
Data Protection Supervisory Authority	means any regulator, authority or body responsible for administering Data Protection Laws;
Data Subject	shall have the meaning given to it in applicable Data Protection Laws from time to time;
Documentation	means any descriptions, instructions, manuals, literature, technical details or other related materials supplied in connection with the Services;
Emissions Reduction Support	means emissions reduction strategy planning services aimed at setting out our recommended actions for reducing your business' emissions within a Sustainability Strategy Plan;
Expert Project Manager	means a project manager with relevant skill and expertise in sustainability strategy planning, employed or contracted by us;

Force Majeure

means an event or sequence of events beyond a party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for performance of the Contract, strike, lockout or boycott or other industrial action including those involving us or our suppliers' workforce, but excluding the your inability to pay or circumstances resulting in the Customer's inability to pay;

GDPR

means the General Data Protection Regulation, Regulation (EU) 2016/679, as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time);

GHG Report

means a greenhouse gas report produced by us setting out the greenhouse gas emissions calculation for your business;

Greenhouse Gas Protocol

means the protocol for greenhouse gas emissions reporting as published from time to time by the World Resources Institute and World Business Council for Sustainable Development;

Intellectual Property Rights

means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in software, rights in Confidential Information, rights to invention, rights to sue for passing off, domain names and all other intellectual property rights and similar rights and, in each case:

- (a) whether registered or not;
- (b) including any applications to protect or register such rights;

- (c) including all renewals and extensions of such rights or applications;
- (d) whether vested, contingent or future;
- (e) to which the relevant party is or may be entitled, and
- (f) in whichever part of the world existing;

International Organisation

shall have the meaning given to it in applicable Data Protection Laws from time to time;

Location

means the address or addresses for performance of the Services as set out in the Order or such other address or addresses as notified by us to you at least *five* Business Days prior to performance;

Modern Slavery Policy

means the our anti-slavery and human trafficking policy in force and notified to you from time to time;

MSA Offence

has the meaning given in clause 6.2.1;

Net-Zero Strategy

means the sustainability strategy to reduce the emissions of your business based on a high level assessment of available reduction activities;

Net-Zero Strategy Report

means the report setting out our recommendations for your Net-Zero Strategy;

Order

means the order for the Services from us placed by you in substantially the same form as set out in the Quote;

Personal Data

shall have the meaning given to it in applicable Data Protection Laws from time to time;

Personal Data Breach

shall have the meaning given to it in applicable Data Protection Laws from time to time;

Price

has the meaning set out in clause 1.5;

processing

has the meaning given to it in applicable Data Protection Laws from time to time (and related expressions, including **process**, **processing**, **processed**, and **processes** shall be construed accordingly);

Processor

shall have the meaning given to it in applicable Data Protection Laws from time to time;

Product	means the product produced by you as described in the Quote which is to be the subject of a Product LCA Report;
Product LCA Report	means a product lifecycle analysis report produced by us setting out the carbon footprint lifecycle of the Product;
Protected Data	means Personal Data received from or on behalf of you in connection with the performance of our obligations under the Contract;
Quote	means our fee quoted for the Services which can be found in the proposal document shared and received by you as part of the project scoping.
Retirement	means a permanent deletion of a carbon credit on a public registry with proof of deletion acting as a carbon offset.
Science-Based Targets	means targets for the reduction in emissions in line with the Science Based Targets initiative.
Services	means the Services set out in the Quote and to be performed by us for you in accordance with the Contract;
Specification	means the description or Documentation provided for the Services set out or referred to in the Contract;
Sub-Processor	means any agent, sub-contractor or other third party (excluding its employees) engaged by the Supplier for carrying out any processing activities on behalf of the Customer in respect of the Protected Data;
Supplier Personnel	means all employees, officers, staff, other workers, agents and consultants of the Supplier, its Affiliates and any of their sub-contractors who are engaged in the performance of the Services from time to time; and
VAT	means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Services.

1.1 In these Conditions, unless the context requires otherwise:

1.1.1 a reference to the Contract includes these Conditions, the Order, and their respective schedules, appendices and annexes (if any);

- 1.1.2 any clause, schedule or other headings in these Conditions is included for convenience only and shall have no effect on the interpretation of the Conditions;
- 1.1.3 a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;
- 1.1.4 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- 1.1.5 a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
- 1.1.6 a reference to a gender includes each other gender;
- 1.1.7 words in the singular include the plural and vice versa;
- 1.1.8 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.1.9 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form;
- 1.1.10 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time except to the extent that any such amendment, extension or re-enactment would increase or alter the liability of a party under the Contract;
- 1.1.11 a reference to legislation includes all subordinate legislation made from time to time under that legislation; and
- 1.1.12 a reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English equivalent in that jurisdiction.

1.2 Application of these conditions

- 1.3 These General Terms & Conditions, together with the specific Schedules and commercial terms set out in your client-specific Service Agreement, form the entire contract between the Parties.
- 1.4 In the event of any conflict or inconsistency between the documents forming the Agreement, the order of precedence shall be: (1) the Service Agreement (including its Schedules); then (2) these General Terms & Conditions.

1. Price & Payment

- 1.5 The price for the Services ("Price") shall be as set out in the Service Agreement.
- 1.6 The Prices are exclusive of:

- 1.6.1 insurance, and all other related charges or taxes or disbursements which are not set out within the Quote as being included in the standard price which shall be charged in addition at our standard rates, and
- 1.6.2 VAT (or equivalent sales tax).
- 1.7 You shall pay any applicable VAT to us on receipt of a valid VAT invoice.
- 1.8 We may increase the Prices with immediate effect by written notice to you where there is an increase in the direct cost to us of supplying the relevant Services which exceeds 10% and which is due to any factor beyond our control.
- 1.9 In the event that we experience significant delays in the delivery of the Services as a direct result of your failure to provide data in a timely manner, we reserve the right to charge such further fees as confirmed to you in writing from time to time, to account for the additional time and resources that will be required to continue to facilitate the Services as a result of the delays.
- 1.10 We shall invoice you for the Services in accordance with the payment schedule set out in the Service Agreement.
- 1.11 You shall pay all invoices in full without deduction or set-off, within the agreed payment schedule as set out in the service agreement to the bank account nominated by us.
- 1.12 Time of payment is of the essence. Where sums due under these Conditions are not paid in full by the due date:
 - 1.12.1 We may, without limiting its other rights, charge interest on such sums at [8]% a year above the base rate of the Bank of England from time to time in force, and
 - 1.12.2 interest shall accrue on a daily basis and apply from the due date for payment until actual payment in full, whether before or after judgment.

2 Our Obligations & Client Obligations

- a. We warrant that the Services shall be supplied with reasonable care and skill and shall conform in all material respects with the descriptions in the applicable Service Modules.
- b. You warrant that all Client Materials you provide are accurate and complete, and that you have all necessary rights to provide them to us for processing.
- c. You acknowledge that the quality and accuracy of our Deliverables are directly dependent on the quality and timeliness of the Client Materials you provide. We shall not be liable for any inaccuracies in our Services resulting from incorrect or incomplete information supplied by you.

2. Information

- 2.1 You shall provide us, on request, with such information relating to your business as we reasonably require for the purpose of providing the Services.
- 2.2 You shall notify us immediately in writing if you become aware or have reason to believe that any of the information you have provided to us is materially incorrect or incomplete and acknowledge that we shall not be liable for any against any losses, damages, liability, costs

(including legal fees) and expenses incurred by you as a result of your failure to notify us that such incorrect or incomplete information has been provided to us.

3. Performance

- 3.1 The Services shall be deemed performed on completion of the performance of the Services as specified in the Order.
- 3.2 Time of performance of the Services is not of the essence. We shall use our reasonable endeavours to meet estimated dates for performance, but any such dates are indicative only.
- 3.3 We shall not be liable for any delay in or failure of performance caused by:
 - 3.3.1 your failure to provide accurate and complete information in a timely manner;
 - 3.3.2 your failure to provide Us with adequate instructions for performance;
 - 3.3.3 Force Majeure.

4. Warranty

- 4.1 We warrant that, at the time of performance, the Services shall:
 - 4.1.1 conform in all material respects to their description and the Specification;
 - 4.1.2 be free from material defects; and
 - 4.1.3 be supplied with reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982, Part II s 13.
- 4.2 You warrant that you have provided us with all relevant, full and accurate information as is reasonably required for the provision of the Services.
- 4.3 As your sole and exclusive remedy, we shall, at our option, remedy, re-perform or refund the Services that do not comply with clause 4.1, provided that:
 - 4.3.1 you serve a written notice on us not later than five Business Days from performance in the case of defects discoverable by a physical inspection, or within a reasonable period of time from performance in the case of latent defects; and
 - 4.3.2 such notice specifies that some or all of the Services do not comply with clause 4.1 and identifies in sufficient detail the nature and extent of the defects; and
 - 4.3.3 you give us a reasonable opportunity to examine the claim of the defective Services.
- 4.4 The provisions of these Conditions shall apply to any Services that are remedied or re-performed with effect from performance of the remedied or re-performed Services.
- 4.5 Except as set out in this clause 4:
 - 4.5.1 we give no warranties and makes no representations in relation to the Services; and
 - 4.5.2 shall have no liability for our failure to comply with the warranty in clause 4.1,

- a. and all warranties and conditions (including the conditions implied by ss 12–16 of the Supply of Goods and Services Act 1982), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

5. Anti-bribery

- 5.1 For the purposes of this clause 5 the expressions '**adequate procedures**' and '**associated with**' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.
- 5.2 Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:
 - 5.2.1 all of that party's personnel;
 - 5.2.2 all others associated with that party; and
 - 5.2.3 all of that party's sub-contractors;involved in performing the Contract so comply.
- 5.3 Without limitation to clause 5.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.
- 5.4 You shall immediately notify us as soon as it becomes aware of a breach by you of any of the requirements in this clause 5.
- 5.5 Any breach of this clause 5 by you shall be deemed a material breach of the Contract that is not remediable and shall entitle us to immediately terminate the Contract by notice under clause 13.1.1.

6. Anti-slavery

- 6.1 We shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy.
- 6.2 You undertake, warrant and represent that:
 - 6.2.1 neither you nor any of your officers, employees, agents or subcontractors:
 - (a) has committed an offence under the Modern Slavery Act 2015 (an **MSA Offence**); or
 - (b) has been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
 - (c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
 - 6.2.2 you shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy; and

- 6.2.3 you have implemented due diligence procedures to ensure compliance with the Modern Slavery Act 2015 and the Modern Slavery Policy in its business and supply chain, and those of your officers, employees, agents or subcontractors, which will be made available to us on request at any time throughout the Contract.
- 6.3 You shall notify us immediately in writing if you become aware or have reason to believe that you, or any of your officers, employees, agents or subcontractors have breached or potentially breached any of your obligations under clause 6.2. Such notice is to set out full details of the circumstances concerning the breach or potential breach of Your obligations.
- 6.4 Any breach of clause 6.2 by you shall be deemed a material breach of the Contract and shall entitle us to terminate the Contract with immediate effect.

7. Indemnity and insurance

- 7.1 You shall indemnify, and keep indemnified, us from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by us as a result of or in connection with your breach of any of your obligations under the Contract.
- 7.2 You shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom or another country by agreement in writing with us to cover your obligations under these Conditions. On request, you shall supply, so far as is reasonable, evidence of the maintenance of the insurance and all its terms from time to time applicable. You shall on request assign to us the benefit of such insurance.

8. Limitation of liability

- 8.1 The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 8.
- 8.2 Subject to clauses 8.5 and 8.6, our total liability shall not exceed the fees paid to us by you in respect of the Services.
- 8.3 Subject to clauses 8.5 and 8.6, we shall not be liable for consequential, indirect or special losses.
- 8.4 Subject to clauses 8.5 and 8.6, we shall not be liable for any of the following (whether direct or indirect):
- 8.4.1 loss of profit;
 - 8.4.2 loss or corruption of data;
 - 8.4.3 loss of use;
 - 8.4.4 loss of production;
 - 8.4.5 loss of contract;
 - 8.4.6 loss of opportunity;
 - 8.4.7 loss of savings, discount or rebate (whether actual or anticipated);

- 8.4.8 harm to reputation or loss of goodwill.
- 8.5 The limitations of liability set out in clauses 8.2 to 8.4 shall not apply in respect of any indemnities given by either party under the Contract.
- 8.6 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:
 - 8.6.1 death or personal injury caused by negligence;
 - 8.6.2 fraud or fraudulent misrepresentation;
 - 8.6.3 any other losses which cannot be excluded or limited by Applicable Law;
 - 8.6.4 any losses caused by wilful misconduct.

9. Intellectual property

- 9.1 You acknowledge and agree that the Intellectual Property Rights in any GHG Reports, Product LCA Reports and any other carbon calculation services that we produce on your behalf under this Agreement shall belong to us.
- 9.2 We grant you a royalty free licence to use and to publish any GHG Reports and Product LCA Reports for the purposes set out under the Project Description in the Project Specification Form.

10. Confidentiality and announcements

- 10.1 The parties shall keep confidential all Confidential Information of each other and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:
 - 10.1.1 any information which was in the public domain at the date of the Contract;
 - 10.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement; or
 - 10.1.3 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contractexcept that the provisions of clauses 10.1.1 to 10.1.2 shall not apply to information to which clause 10.4 relates.
- 10.2 This clause shall remain in force indefinitely.
- 10.3 You shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.
- 10.4 To the extent any Confidential Information is Protected Data (as defined in clause 11) such Confidential Information may be disclosed or used only to the extent such disclosure or use is in compliance with and does not conflict with any of the provisions of clause 11.1.

11. Processing of personal data

- 11.1 The parties agree that you are a Controller and that we are a Processor for the purposes of processing Protected Data pursuant to the Contract. You shall at all times comply with all Data

Protection Laws in connection with the processing of Protected Data. You shall ensure all instructions given by you to us in respect of Protected Data (including the terms of the Contract) shall at all times be in accordance with Data Protection Laws.

11.2 We shall process Protected Data in compliance with the obligations placed on us under Data Protection Laws and the terms of the Contract.

11.3 We shall:

11.3.1 only process (and shall ensure Supplier Personnel only process) the Protected Data in accordance with our data protection policy and the Contract (including when making any transfer to which clause 11.8 relates), except to the extent:

- (a) that alternative processing instructions are agreed between the parties in writing; or
- (b) otherwise required by applicable law (and shall inform the Customer of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest); and

11.3.2 if we believe that any instruction received by us from you is likely to infringe the Data Protection Laws it shall promptly inform you and be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing.

11.4 We shall implement and maintain the technical and organisational measures set out in our data protection policy to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

11.5 We shall:

11.5.1 not permit any processing of Protected Data by any Sub-Processor without your prior specific written authorisation;

11.5.2 prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a written contract containing materially the same obligations as under this clause 11 (including those relating to sufficient guarantees to implement appropriate technical and organisational measures) that is enforceable by the Supplier and ensure each such Sub-Processor complies with all such obligations;

11.5.3 remain fully liable to you under the Contract for all the acts and omissions of each Sub-Processor as if they were its own; and

11.5.4 ensure that all natural persons authorised by us or any Sub-Processor to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential.

11.6 You shall reply to any communication from us requesting any further prior specific authorisation of a Sub-Processor pursuant to clause 11.5.1 promptly and in any event within [10] Business Days of request from time to time. You shall not unreasonably withhold, delay or condition any such authorisation.

11.7 We shall (at your cost):

- 11.7.1 assist you in ensuring compliance with your obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of the processing and the information available to us; and
- 11.7.2 taking into account the nature of the processing, assist you (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the your obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Protected Data.
- 11.8 We shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to any country or territory outside the United Kingdom or to any International Organisation without your prior written authorisation.
- 11.9 We shall at your cost and expense promptly refer to you all requests it receives for exercising any Data Subjects' rights under Chapter III of the GDPR which relate to any Protected Data. It shall be your responsibility to reply to all such requests as required by applicable law.
- 11.10 We shall, in accordance with Data Protection Laws, make available to you such information that is in our possession or control as is necessary to demonstrate our compliance with the obligations placed on us under this clause 11 and to demonstrate compliance with the obligations on each party imposed by Article 28 of the GDPR (and under any equivalent Data Protection Laws equivalent to that Article 28), and allow for and contribute to audits, including inspections, by you (or another auditor mandated by you) for this purpose (subject to a maximum of [one] audit request in any 12 month period under this clause 11.10).
- 11.11 On the end of the provision of the Services relating to the processing of Protected Data, at your cost and your option, we shall either return all of the Protected Data to you or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires us to store such Protected Data. This clause 11 shall survive termination or expiry of the Contract.

12. Force majeure

- a. Neither party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from Force Majeure. The party subject to the Force Majeure event shall promptly notify the other party in writing when such the event causes a delay or failure in performance and when it ceases to do so. If the Force Majeure event continues for a continuous period of more than [number] days, the party not affected may terminate the Contract by written notice to the other party.

13. Termination

- 13.1 We may terminate the Contract or any other contract which it has with you at any time by giving notice in writing to you if:
 - 13.1.1 you commit a material breach of Contract and such breach is not remediable;
 - 13.1.2 you commit a material breach of the Contract which is capable of being remedied and such breach is not remedied within 14 days of receiving written notice of such breach;

- 13.1.3 you have failed to pay any amount due under the Contract on the due date and such amount remains unpaid within 30 days after we have given notification that the payment is overdue; or
 - 13.1.4 any consent, licence or authorisation held by you is revoked or modified such that you are no longer able to comply with your obligations under the Contract or receive any benefit to which you are entitled.
- 13.2 We may terminate the Contract at any time by giving notice in writing to you if you:
- 13.2.1 stop carrying on all or a significant part of your business, or indicate in any way that you intend to do so;
 - 13.2.2 are unable to pay your debts either within the meaning of section 123 of the Insolvency Act 1986 or if we reasonably believe that to be the case;
 - 13.2.3 become the subject of a company voluntary arrangement under the Insolvency Act 1986;
 - 13.2.4 become subject to a moratorium under Part A1 of the Insolvency Act 1986;
 - 13.2.5 become subject to a restructuring plan under Part 26A of the Companies Act 2006;
 - 13.2.6 become subject to a scheme of arrangement under Part 26 of the Companies Act 2006;
 - 13.2.7 have a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
 - 13.2.8 have a resolution passed for your winding up;
 - 13.2.9 have a petition presented to any court for your winding up or an application is made for an administration order, or any winding-up or administration order is made against you;
 - 13.2.10 suspend or cease, or threaten to suspend or cease, to carry on all or a substantial part of your business;
 - 13.2.11 are subject to any procedure for the taking control of your goods that is not withdrawn or discharged within seven days of that procedure being commenced;
 - 13.2.12 have a freezing order made against you;
 - 13.2.13 are subject to any recovery or attempted recovery of items supplied to you by a supplier retaining title to those items.
- 13.3 We may terminate the Contract any time by giving not less than four weeks' notice in writing to you if you undergo a change of Control.
- 13.4 Our right to terminate the Contract pursuant to clause 13.2 shall not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation, reconstruction or merger (where applicable) where the amalgamated, reconstructed or merged party agrees to adhere to the Contract.
- 13.5 If you become aware that any event has occurred, or circumstances exist, which may entitle us to terminate the Contract under this clause 13, it shall immediately notify us in writing.

- 13.6 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of us at any time up to the date of termination.

14. Notices

- 14.1 Any notice given by a party under these Conditions shall:
- 14.1.1 be in writing and in English;
 - 14.1.2 be signed by, or on behalf of, the party giving it (except for notices sent by email); and
 - 14.1.3 be sent to the relevant party at the address set out in the Contract
- 14.2 Notices may be given, and are deemed received:
- 14.2.1 by hand: on receipt of a signature at the time of delivery;
 - 14.2.2 by post: at 9.00 am on the [second] Business Day after posting; and
 - 14.2.3 by email: on receipt of transmission by the recipient.
- 14.3 Any change to the contact details of a party as set out in the Contract shall be notified to the other party in accordance with clause 14.1 and shall be effective:
- 14.3.1 on the date specified in the notice as being the date of such change; or
 - 14.3.2 if no date is so specified, five Business Days after the notice is deemed to be received.
- 14.4 All references to time are to the local time at the place of deemed receipt.
- 14.5 This clause does not apply to notices given in legal proceedings or arbitration.

15. Cumulative remedies

- 15.1 The rights and remedies provided in the Contract for us only are cumulative and not exclusive of any rights and remedies provided by law.

16. Time

- 16.1 Unless stated otherwise, time is of the essence of any date or period specified in the Contract in relation to your obligations only.

17. Further assurance

- 17.1 You shall at our request, and at your own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.

18. Entire agreement

- 18.1 The parties agree that the Contract and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- 18.2 Each party acknowledges that it has not entered into the Contractor any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation

or warranty that is not expressly set out in the Contract or any documents entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.

- 18.3 Nothing in these Conditions purports to limit or exclude any liability for fraud.

19. Variation

- 19.1 No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by, or on behalf of, each party.

20. Assignment

- 20.1 You may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without our prior written consent, such consent not to be unreasonably withheld or delayed.
- 20.2 Notwithstanding clause 20.1, you may perform any of your obligations and exercise any of your rights granted under the Contract through any Affiliate provided that you give us prior written notice of such subcontracting or assignment including the identity of the relevant Affiliate. You acknowledge and agree that any act or omission of your Affiliate in relation to your rights or obligations under the Contract shall be deemed to be an act or omission of you yourself.

21. Set off

- 21.1 We shall be entitled to set-off under the Contract any liability which we have or any sums which we owe to you under the Contract or under any other contract which we have with you.
- 21.2 You shall pay all sums that you owe to us under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

22. No partnership or agency

- 22.1 The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf except as expressly set out within the terms of this Agreement.

23. Equitable relief

- 23.1 You recognise that any breach or threatened breach of the Contract may cause us irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to us, you acknowledge and agree that we are entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

24. Severance

- 24.1 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.

- 24.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with the minimum such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

25. Waiver

- 25.1 No failure, delay or omission by us in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 25.2 No single or partial exercise of any right, power or remedy provided by law or under the Contract by us shall prevent any future exercise of it or the exercise of any other right, power or remedy by us.

26. Compliance with law

- 26.1 You shall comply with Applicable Law and shall maintain such licences, authorisations and all other approvals, permits and authorities as are required from time to time to perform your obligations under or in connection with the Contract.

27. Conflicts within contract

- 27.1 If there is a conflict between the terms contained in the Conditions and the terms of the Order, schedules, appendices or annexes to the Contract, the terms of the Conditions shall prevail to the extent of the conflict.

28. Costs and expenses

- 28.1 You shall pay your own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Contract (and any documents referred to in it).

29. Third party rights

- 29.1 Except as expressly provided for in clause 29.2, a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.
- 29.2 Any Affiliate of us shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract. The consent of any such Affiliate is not required in order to rescind or vary the Contract or any provision of it.

30. Governing law

- 30.1 The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

31. Jurisdiction

- 31.1 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).