

## CORPORATE EVENT SERVICES LIMITED

### TERMS & CONDITIONS FOR THE PURCHASE OF GOODS AND/OR SERVICES

#### 1. Interpretation

The following definitions and rules of interpretation apply in this Agreement.

##### 1.1 Definitions

**“Business Day”** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

**“Commencement Date”** has the meaning set out in clause 2.2;

**“Conditions”** means these terms and conditions as amended from time to time in accordance with clause 17.7;

**“Contract”** means the contract between the Customer and the Supplier for the supply of Goods and/or Services in accordance with these Conditions;

**“Controller”** has the meaning set out in Article 4(7) of the General Data Protection Regulation;

**“Customer”** means Corporate Event Services Ltd, a private company limited by shares and registered in England with company number 03152839, the registered office of which is situated at Unit 1, Marshall Road, Hillmead, Swindon, Wiltshire SN5 5FZ;

**“Customer Materials”** has the meaning set out in clause 5.3(i);

**“Data Protection Laws”** means any data protection laws applicable in the United Kingdom from time to time, including the Data Protection Act 2018 and all subordinate legislation and the General Data Protection Regulation (**“GDPR”**).

**“Deliverables”** means all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including, without limitation, drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts);

**“Goods”** means the goods (or any part of them) set out in the Purchase Order;

**“Goods Specification”** means any specification for the Goods, including any related plans and drawings that is set out in the Purchase Order or otherwise agreed in writing by the Customer and the Supplier;

**“Intellectual Property Rights”** means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential

information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

“**Personal Data**” has the meaning set out in Article 4(1) of the General Data Protection Regulation but only in respect of personal data, or any part of such personal data, in relation to which the Client is the Data Controller and in relation to which the Supplier is providing services under this Agreement;

“**Processing**” has the meaning set out in Article 4(2) of the General Data Protection Regulation and cognate terms shall be construed accordingly;

“**Processor**” has the meaning set out in Article 4(8) of the General Data Protection Regulation;

“**Purchase Order**” means the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form;

“**Services**” means 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 set out in the Purchase Order or otherwise agreed in writing by the Customer and the Supplier; and

“**Sub-processor**” means a Processor who has been engaged by another Processor to carry out specific Processing activities on behalf of the Controller.

“**Supplier**” means the person or firm from whom the Customer purchases the Goods and/or Services.

## 1.2 Construction

In these Conditions, the following rules apply:

- (a) a “**person**” includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its personal representatives, successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision 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;
- (d) any phrase introduced by the terms “**including**”, “**include**”, “**in particular**” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

(e) a reference to “writing” or “written” includes faxes and e-mails.

## 2. **Basis of contract**

2.1 The Purchase Order constitutes an offer by the Customer to purchase Goods and/or Services from the Supplier in accordance with these Conditions.

2.2 The Purchase Order shall be deemed to be accepted on the earlier of:

(a) the Supplier issuing written acceptance of the Purchase Order; or

(b) any act by the Supplier consistent with fulfilling the Purchase Order,

at which point and on which date the Contract shall come into existence (the “**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.

## 3. **Supply of Goods**

3.1 The Supplier shall ensure that the Goods shall:

(a) correspond with their description and any applicable Goods Specification;

(b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer, expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgment;

(c) where applicable, be free from defects in design, materials and workmanship and remain so for 12 months after delivery; and

(d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

3.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.

3.3 The Customer shall have the right to inspect and test the Goods at any time before delivery.

3.4 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 3.1, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

3.5 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. **Delivery of Goods**

4.1 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 Purchase Order, the Purchase 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.

4.2 The Supplier shall deliver the Goods:

- (a) on the date specified in the Purchase Order or, if no date is specified therein, then such date as shall be agreed between the parties in writing;
- (b) to the location set out in the Purchase Order or as instructed by the Customer before delivery (the “**Delivery Location**”); and
- (c) during the Customer's normal hours of business on a Business Day, or as instructed by the Customer.

4.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.

4.4 If the Supplier delivers more or less than the quantity of Goods ordered, the Customer may reject the Goods and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Customer accepts such a delivery, a pro rata adjustment shall be made to the invoice for the Goods.

4.5 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 6.1.

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

## 5. Supply of Services

- 5.1 The Supplier shall from the date set out in the Purchase Order and for the duration of this Contract provide the Services to the Customer in accordance with the terms of the Contract.
- 5.2 The Supplier shall meet any performance dates for the Services specified in the Purchase Order or notified to the Supplier by the Customer.
- 5.3 In providing the Services, the Supplier shall:
- (a) co-operate with the Customer in all matters relating to the Services, and comply with all 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 and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
  - (d) ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Customer;
  - (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
  - (f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Customer, will be free from defects in workmanship, installation and design;
  - (g) obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
  - (h) observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises;
  - (i) hold all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier (the "**Customer Materials**") in safe custody at its own risk, maintain the Customer Materials in good condition until returned to the Customer, and not dispose of or use the Customer Materials other than in accordance with the Customer's written instructions or authorisation; and
  - (j) 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.

**6. Customer remedies**

6.1 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 one or more of the following rights:

- (a) to 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) to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods and/or services from a third party;
- (d) 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
- (e) to claim damages for any additional costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to meet such dates.

6.2 If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 3.1, 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 3.1.

6.3 These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.

6.4 The Customer's rights under this Contract are in addition to its rights and remedies implied by statute and common law.

## 7. **Customer's obligations**

The Customer shall:

- (a) provide the Supplier (or procure that the Supplier is so provided) with reasonable access at reasonable times to the location set out in the Purchase Order 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;

## 8. **Charges and payment**

8.1 The price for the Goods:

- (a) shall be the price set out in the Purchase Order; and
- (b) shall be inclusive of the costs of 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.

8.2 The charges for the Services shall be set out in the Purchase 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.

8.3 In respect of Goods, the Supplier shall invoice the Customer within 15 days after completion of delivery. In respect of Services, the Supplier shall invoice the Customer within 15 days of completion of the Services. 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. If an invoice is received later than 15 days after completion of delivery of Goods or completion of the Services (as the case may be), the Customer shall not be bound to pay the sums set out in the relevant invoice.

8.4 In consideration of the supply of Goods and/or Services by the Supplier, the Customer shall pay the invoiced amounts within 30 days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier.

8.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.

8.6 If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on

the overdue amount at the rate of 4% per annum above the base rate of HSBC Bank Plc from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This clause shall not apply to payments that the defaulting party disputes in good faith.

8.7 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow the Customer to inspect such records at all reasonable times on request.

8.8 The Customer may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract.

## 9. **Intellectual property rights**

9.1 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.

9.2 The Supplier assigns to the Customer, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services, including for the avoidance of doubt the Deliverables.

9.3 The Supplier shall obtain waivers of all moral rights in the products, including for the avoidance of doubt the Deliverables, of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

9.4 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 rights, title and interest in and to the Intellectual Property Rights assigned to the Customer in accordance with clause 9.2.

9.5 All Customer Materials are the exclusive property of the Customer.

## 10. **Data Protection**

10.1 In the course of providing the Goods and Services, the Supplier may Process Personal Data as a Sub-processor of the Customer for the purpose of providing those Goods and Services. The Processing of the Personal Data may be carried out for the duration of the provision of the Good and Services.



- 10.2 At all times and for all purposes in relation to any Personal Data Processed in accordance with the Contract, the Customer shall be the Processor and the Supplier shall be the Sub-processor.
- 10.3 The Customer, as Processor, of the Personal Data, shall remain directly liable to the Controller for Processing carried out by the Supplier.
- 10.4 It is the responsibility of the Controller to ensure that Personal Data is Processed lawfully, fairly and transparently in accordance with the principle of the General Data Protection Regulations.
- 10.5 The Customer shall not instruct the Supplier to Process Personal Data on the Controller's behalf under the Contract where the Controller has stated to the Customer that the Controller does not have a secure basis in law to Process that Personal Data.
- 10.6 The Supplier shall Process the Personal Data only in accordance with the Customer's documented instructions and in accordance with the General Data Protection Regulation and the Contract.
- 10.7 The Supplier shall have in place appropriate technical and organisational security measures that protect the Personal Data it Processes on behalf of the Controller from unauthorised or unlawful Processing, unauthorised disclosure and access, accidental loss, destruction or damage. The Supplier will assist the Customer in ensuring compliance with the obligations in relation to security of Personal Data, the notification of Personal Data breaches and data protection impact assessments.
- 10.8 The Supplier shall have in place appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the data subject's rights.
- 10.9 The Supplier shall ensure that that anybody authorised to Process the Personal Data has committed themselves to confidentiality.
- 10.10 The Supplier shall not engage any third party to Process Personal Data on the Controller's behalf.
- 10.11 The Supplier shall not share the Personal Data with any third party without the prior written permission of the Controller or Process Personal Data in any way or for any purpose that has not been instructed and authorised by the Customer.
- 10.12 The Supplier shall not transfer Personal Data on to any territory outside the European Economic Area, without prior written consent of the Customer and unless there are appropriate safeguards in respect of the transfer.
- 10.13 The Supplier shall make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in this clause and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer.
- 10.14 The Supplier will inform the Customer immediately upon becoming aware an instruction may infringe the Data Protection Laws or other data protection law of the EU or a member state.

- 10.15 The Supplier shall, at the choice of the Customer, delete or return all the Personal Data to the Customer after the end of the provision of the Goods and Services relating to Processing, and delete any existing copies.
- 10.16 The Supplier shall notify the Customer without undue delay after becoming aware of a security incident relating to any Personal Data Processed by the Supplier.
- 10.17 At the Customer's request, the Supplier shall provide the Customer with a copy of all Personal Data held by it in format and on media reasonably specified by the Customer.
- 10.18 The Customer acknowledges that the Supplier is reliant on the Customer for direction as to the extent to which the Supplier is entitled to use and Process the Personal Data. Consequently, the Supplier will not be liable for any claim brought by a data subject arising from any action or omission by the Supplier, to the extent that such action or omission resulted directly from the Customer's instructions.

## 11. **Indemnity**

- 11.1 The Supplier shall keep the Customer indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Customer as a result of or in connection with:
- (a) 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, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
  - (b) 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 the Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
  - (c) any claim made against the Customer by a third party arising out of or in connection with the supply of the Goods or the 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.
- 11.2 This clause 11 shall survive termination of the Contract.

## 12. **Insurance**

During the term of the Contract and for a period of two years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the

Contract, and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

13. **Confidentiality**

13.1 A party (the “**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 (the “**disclosing party**”), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. In particular, the Supplier shall keep, and shall procure that its employees, agents or subcontractors keep, strictly confidential all details of any client(s) of the Customer and any event of such client(s) to which the Contract relates.

13.2 The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.

13.3 This clause 13 shall survive termination of the Contract.

14. **Termination**

14.1 Without limiting its other rights or remedies, the Customer may terminate the Contract in whole or in part with immediate effect at any time before satisfactory completion of the Services or delivery of the Goods, by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract.

14.2 If all or part of the Services and/or delivery of the Goods are terminated in accordance with clause 14.1, the Customer shall pay:

(a) for Services which have been satisfactorily provided by the Supplier (in the reasonable opinion of the Customer) up to and including the date of termination of such Services; and/or

(b) a 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),

provided that the Supplier takes all reasonable steps to mitigate the amount(s) due.

14.3 In any of the circumstances in these Conditions in which a party may terminate the Contract, where both Goods and Services are supplied, that party may terminate the Contract in respect of the Goods, or in respect of the Services, and the Contract shall continue in respect of the remaining supply.

- 14.4 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 breach of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within seven days of receipt of notice in writing to do so, provided that any such breach shall be deemed to be irremediable if it occurs within seven days of the date on which the Goods are to be delivered or the supply of Services is to be completed;
  - (b) the Supplier repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
  - (c) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
  - (d) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
  - (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
  - (f) the Supplier (being an individual) is the subject of a bankruptcy petition or order;
  - (g) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
  - (h) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier (being a company);
  - (i) the holder of a floating charge over the assets of the Supplier (being a company) has become entitled to appoint or has appointed an administrative receiver;

- (j) a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;
  - (k) 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 14.4(c) to clause 14.4(j)(inclusive);
  - (l) the Supplier suspends or ceases, or threatens to suspend, or cease, to carry on all or a substantial part of its business; or
  - (m) 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.
- 14.5 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.

14.6 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

**15. Consequences of termination**

On termination of the Contract for any reason, the Supplier shall immediately deliver to the Customer all Deliverables whether or not then complete, and return all Customer Materials. If the Supplier fails to do so, then the Customer may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

**16. Force majeure**

16.1 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such a delay or failure result from an event, circumstances or cause beyond its reasonable control (a "**Force Majeure Event**").

16.2 The Supplier shall use all reasonable endeavours to mitigate the effect of a Force Majeure Event on the performance of its obligations.

16.3 If a Force Majeure Event prevents, hinders or delays the Supplier's performance of its obligations for a continuous period of more than 10 Business Days, the Customer may terminate the Contract immediately by giving written notice to the Supplier.

**17. General**

**17.1 Assignment and other dealings.**

(a) The Customer may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

- (b) The Supplier may not assign, transfer, mortgage, charge, subcontract, declare a trust over 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.

**17.2 Notices.**

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail.
- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 17.2(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.
- (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

**17.3 Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

**17.4 Waiver.** A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**17.5 No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

**17.6 Third parties.** A person who is not a party to the Contract shall not have any rights to enforce its terms.

**17.7 Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Customer.

- 17.8 **Governing law.** 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 the law of England and Wales.
- 17.9 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).