

## G F S A LIMITED – TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

### 1. Interpretation

The following definitions and rules of interpretation apply in these terms and conditions.

#### 1.1 Definitions:

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

**Business Hours:** the period from 9.00 am to 5.00 pm on any Business Day.

**Commencement Date:** has the meaning given in clause 2.2.

**Contract:** the contract between you and us for the supply of Goods and/or Services in accordance with these terms and conditions.

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

**Customer Materials:** has the meaning set out in clause 5.3(i).

**Deliverables:** all documents, products and materials developed by you or your agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

**Delivery Date:** the date specified in the Order, or, if none is specified, such date as we notify to you in writing.

**Delivery Location:** the address for delivery of Goods as set out in the Order.

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

**Goods Specification:** any specification for the Goods, including any related plans and drawings, that is agreed in writing by you and us.

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, moral 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.

**Mandatory Policies:** our business and ethics policies notified to you from time to time.

**Order:** our order for the supply of Goods and/or Services, whether set out in our purchase order form, in our written acceptance of your quotation or otherwise.

**Services:** the services, including any Deliverables, to be provided by you under the Contract as set out in the Service Specification.

**Service Specification:** the description or specification for Services agreed in writing by you and us.

**we/us:** G F S A Limited, a company incorporated and registered in England and Wales with company number 03265517 whose registered office is at Gibbs Road, Lye, Stourbridge, West Midlands DY9 8SY.

**you:** the person or firm from whom we purchase the Goods and/or Services.

## 1.2 Interpretation:

- (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 and permitted assigns.
- (c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- (d) Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- (e) A reference to **writing** or **written** includes email.

## 2. Basis of contract

2.1 The Order constitutes an offer by us to purchase Goods and/or Services from you in accordance with these terms and conditions.

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

- (a) you issuing written acceptance of the Order; or
- (b) any act by you consistent with fulfilling the Order,

at which point and on which date the Contract shall come into existence (**Commencement Date**).

- 2.3 These terms and conditions apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.4 All of these terms and conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.
- 2.5 You waive any right you might otherwise have to rely on any term endorsed upon, delivered with or contained in any of your documents that is inconsistent with these terms and conditions.

### **3. Supply of Goods**

- 3.1 You 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 you or made known to you by us, expressly or by implication, and in this respect we rely on your skill and judgement;
  - (c) where they are manufactured products, be free from defects in design, materials and workmanship and remain so for 12 months after delivery (or such longer period as you may notify to us); 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 You shall ensure that at all times you have and maintain all the licences, permissions, authorisations, consents and permits that you need to carry out your obligations under the Contract in respect of the Goods.
- 3.3 We may inspect and test the Goods at any time before delivery. You shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect your obligations under the Contract.
- 3.4 If following such inspection or testing we consider that the Goods do not comply or are unlikely to comply with your undertakings at clause 3.1, we shall inform you and you shall immediately take such remedial action as is necessary to ensure compliance.
- 3.5 We may conduct further inspections and tests after you have carried out your remedial actions.

#### **4. Delivery of Goods**

##### **4.1 You shall ensure that:**

- (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
- (b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- (c) if you require us to return any packaging material to you, that fact is clearly stated on the delivery note. Any such packaging material shall only be returned to you at your cost.

##### **4.2 You shall deliver the Goods:**

- (a) on the Delivery Date;
- (b) at the Delivery Location; and
- (c) during Business Hours or as instructed by us.

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

##### **4.4 If you:**

- (a) deliver less than 95% of the quantity of Goods ordered, we may reject the Goods; or
- (b) deliver more than 105% of the quantity of Goods ordered, we may at our sole discretion reject the Goods or the excess Goods,

and any rejected Goods shall be returnable at your risk and expense. If you deliver more or less than the quantity of Goods ordered, and we accept the delivery, you shall make a pro rata adjustment to the invoice for the Goods.

##### **4.5 You shall not deliver the Goods in instalments without our 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 you to deliver any one instalment on time or at all or any defect in an instalment shall entitle us to the remedies set out in clause 6.1.**

##### **4.6 Title and risk in the Goods shall pass to us on completion of delivery.**

## 5. Supply of Services

- 5.1 You shall from the date set out in the Order and for the duration of the Contract supply the Services to us in accordance with the terms of the Contract.
- 5.2 You shall meet any performance dates for the Services specified in the Order or otherwise agreed with you in writing.
- 5.3 In providing the Services, you shall:
- (a) co-operate with us in all matters relating to the Services, and comply with all our reasonable instructions;
  - (b) perform the Services with the best care, skill and diligence in accordance with best practice in your 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 your obligations are fulfilled in accordance with the Contract;
  - (d) ensure that the Services will conform with all descriptions, standards and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose that we expressly or impliedly make known to you;
  - (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 us, will be free from defects in workmanship, installation and design;
  - (g) obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
  - (h) observe all health and safety rules and regulations and any other security requirements that apply at any of our premises;
  - (i) hold all materials, equipment and tools, drawings, specifications and data supplied by us to you (**Customer Materials**) in safe custody at your own risk, maintain the Customer Materials in good condition until returned to us, and not dispose of or use the Customer Materials other than in accordance with our written instructions or authorisation;
  - (j) not do or omit to do anything which may cause us to lose any licence, authority, consent or permission upon which we rely for the purposes of conducting our business, and you acknowledge that we may rely or act on the Services; and

- (k) comply with any additional obligations as set out in the Service Specification.

## **6. Our remedies**

- 6.1 If you fail to deliver the Goods by the applicable date or to perform the Services by the applicable date, we shall, without limiting or affecting other rights or remedies available to us, have any one or more of the following rights and remedies:
- (a) to terminate the Contract with immediate effect by giving written notice to you;
  - (b) to refuse to accept any subsequent performance of the Services or delivery of the Goods which you attempt to make;
  - (c) to recover from you any costs incurred by us in obtaining substitute goods or services from a third party;
  - (d) to require a refund from you of sums paid in advance for Services that you have not provided or Goods that you have not delivered; and
  - (e) to claim damages for any additional costs, loss or expenses incurred by us which are in any way attributable to your failure to meet such dates.
- 6.2 If you have delivered Goods that do not comply with the undertakings set out in clause 3.1, then, without limiting or affecting other rights or remedies available to us, we shall have one or more of the following rights and remedies, whether or not we have accepted the Goods:
- (a) to terminate the Contract with immediate effect by giving written notice to you;
  - (b) to reject the Goods (in whole or in part) whether or not title has passed and to return them to you at your own risk and expense;
  - (c) to require you 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 you attempt to make;
  - (e) to recover from you any expenditure incurred by us in obtaining substitute goods from a third party; and
  - (f) to claim damages for any additional costs, loss or expenses incurred by us arising from your failure to supply Goods in accordance with clause 3.1.
- 6.3 If you have supplied Services that do not comply with the requirements of clause 5.3(d) then, without limiting or affecting other rights or remedies available to us, we shall have one or more of the following rights and remedies:

- (a) to terminate the Contract with immediate effect by giving written notice to you;
- (b) to return the Deliverables to you at your own risk and expense;
- (c) to require you to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services (if paid);
- (d) to refuse to accept any subsequent performance of the Services which you attempt to make;
- (e) to recover from you any expenditure incurred by us in obtaining substitute services or deliverables from a third party; and
- (f) to claim damages for any additional costs, loss or expenses incurred by us arising from your failure to comply with clause 5.3(d).

6.4 These terms and conditions shall extend to any substituted or remedial services or repaired or replacement goods supplied by you.

6.5 Our rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.

## **7. Our obligations**

We shall:

- (a) provide you with reasonable access at reasonable times to our premises for the purpose of providing the Services; and
- (b) provide such necessary information for the provision of the Services as you may reasonably request.

## **8. Charges and payment**

8.1 The price for the Goods:

- (a) shall be the price set out in the Order, or if no price is quoted, the price set out in your published price list in force at the Commencement Date; and
- (b) shall be inclusive of the costs of packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by us.

8.2 The charges for the Services shall be set out in the Order, and shall be your full and exclusive remuneration in respect of the performance of the Services. Unless otherwise agreed in writing by us, the charges shall include all your costs and expenses directly or indirectly incurred in connection with the performance of the Services.

- 8.3 Where the price is calculated on a time and materials basis, you shall maintain complete and accurate records of the time spent and materials used by you in providing the Services, and you shall allow us to inspect such records at all reasonable times on request.
- 8.4 In respect of the Goods, you shall invoice us on or at any time after completion of delivery. In respect of Services, you shall invoice us on completion of the Services. Each invoice shall include such supporting information required by us to verify the accuracy of the invoice, including the relevant purchase order number.
- 8.5 In consideration of the supply of Goods and/or Services by you, we shall pay the invoiced amounts within 60 days of the end of the month in which a correctly rendered invoice is received by us (or within such other timescale as we agree in writing with you).
- 8.6 All amounts payable by us under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by you to us, we shall, on receipt of a valid VAT invoice from you, pay to you such additional amounts in respect of VAT as are chargeable on the supply of the Goods or Services or both, as applicable, at the same time as payment is due for the supply of the Goods or Services.
- 8.7 If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each date at 2% a year above the Bank of England's base rate from time to time, but at 2% a year for any period when the base rate is below 0%. Where a payment is disputed in good faith, interest is only payable after the dispute is resolved, on sums found or agreed to be due, from 5 days after the dispute is resolved until payment.
- 8.8 We may at any time, without notice to you, set off any liability of you to us against any liability of us to you, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. If the liabilities to be set off are expressed in different currencies, we may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by us of our rights under this clause shall not limit or affect any other rights or remedies available to us under the Contract or otherwise.



## **9. Intellectual property rights**

- 9.1 Unless otherwise agreed between you and us, all Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any Customer Materials) shall be owned by you.
- 9.2 You grant to us, or shall procure the direct grant to us of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the Deliverables (excluding Customer Materials) for the purpose of receiving and using the Services and the Deliverables.
- 9.3 We grant you a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by us to you for the term of the Contract solely for the purpose of providing the Services to us.
- 9.4 You acknowledge that all rights in the Customer Materials are and shall remain our exclusive property.

## **10. Indemnity**

- 10.1 You shall indemnify us against all liabilities, costs, expenses, damages and losses (including 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 us arising out of or in connection with:
- (a) any claim made against us for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services (excluding the Customer Materials);
  - (b) any claim made against us by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered, or the Deliverables, to the extent that the defects in the Goods or Deliverables are attributable to the acts or omissions of you, your employees, agents or subcontractors; and
  - (c) any claim made against us by a third party arising out of or in connection with the supply of the Goods, as delivered, 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 you, your employees, agents or subcontractors.
- 10.2 This clause 10 shall survive termination of the Contract.

## 11. Insurance

During the term of the Contract and for a period of six years afterwards, you 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 produce to us on demand both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

## 12. Compliance with relevant laws and policies

In performing your obligations under the Contract, you shall:

- (a) comply with all applicable laws, statutes, regulations from time to time in force; and
- (b) comply with the Mandatory Policies.

## 13. Data protection

13.1 The following definitions apply in this clause 13:

- (a) **Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures:** as defined in the Data Protection Legislation.
- (b) **Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426).
- (c) **Domestic Law:** the law of the United Kingdom or a part of the United Kingdom.
- (d) **UK GDPR:** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

13.2 You and we will each comply with all applicable requirements of the Data Protection Legislation. This clause 13 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

13.3 You and we acknowledge that for the purposes of the Data Protection Legislation, we are the Controller and you are the Processor in respect of any Personal Data we require you to process. Where applicable, we will agree in writing the scope, nature and purpose of processing by you, the duration of the processing and the types of Personal Data and categories of Data Subject.

- 13.4 Without prejudice to the generality of clause 13.2, we will ensure that we have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to you and/or lawful collection of the Personal Data by you on our behalf for the duration and purposes of the Contract.
- 13.5 Without prejudice to the generality of clause 13.2, you shall, in relation to any Personal Data processed in connection with your performance of your obligations under the Contract:
- (a) process that Personal Data only on our documented written instructions unless you are required by Domestic Law to otherwise process that Personal Data. Where you are relying on Domestic Law as the basis for processing Personal Data, you shall promptly notify us of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits you from so notifying us;
  - (b) ensure that you have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of your systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by you);
  - (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
  - (d) not transfer any Personal Data outside of the UK unless our prior written consent has been obtained and the following conditions are fulfilled:
    - (i) we or you have provided appropriate safeguards in relation to the transfer;
    - (ii) the Data Subject has enforceable rights and effective legal remedies;
    - (iii) you comply with your obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
    - (iv) you comply with reasonable instructions notified to you in advance by us with respect to the processing of the Personal Data;

- (e) assist us in responding to any request from a Data Subject and in ensuring compliance with our obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify us without undue delay on becoming aware of a Personal Data Breach;
- (g) at our written direction, delete or return Personal Data and copies thereof to us on termination of the Contract unless required by Domestic Law to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate your compliance with this clause 13 and allow for audits by us or our designated auditor and immediately inform us if, in your opinion, an instruction infringes the Data Protection Legislation.

13.6 We do not consent to you appointing any third-party processor of Personal Data under the Contract unless otherwise agreed in writing by us. Where we give such consent, you confirm that you have entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 13 and in either case which you confirm reflect and will continue to reflect the requirements of the Data Protection Legislation. As between you and us, you shall remain fully liable for all acts or omissions of any third-party processor appointed by you pursuant to this clause 13.6.

#### **14. Termination**

14.1 Without affecting any other right or remedy available to us, we may terminate the Contract with immediate effect by giving written notice to you if:

- (a) you have a change of control; or
- (b) you commit a breach of clause 12.

14.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court,

unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

## **15. Consequences of termination**

- 15.1 On termination of the Contract, you shall immediately deliver to us all Deliverables whether or not then complete, and return all Customer Materials. If you fail to do so, then we may enter your premises and take possession of them. Until they have been returned or delivered, you shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 15.2 Termination or expiry of the Contract shall not affect the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 15.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

## **16. Confidentiality**

- 16.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 16.2.
- 16.2 Each party may disclose the other party's confidential information:
  - (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 16; and
  - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

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

## **17. Anti-bribery**

### **17.1 You shall:**

- (a) 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**);
- (b) have and shall maintain in place throughout the term of the Contract your own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and you will enforce them where appropriate; and
- (c) promptly report to us any request or demand for any undue financial or other advantage of any kind received by you in connection with the performance any Order.

- 17.2 You shall ensure that any person associated with you who is performing services in connection with any Order 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 you in this clause 17 (**Relevant Terms**). You shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to us for any breach by such persons of any of the Relevant Terms.

- 17.3 For the purpose of this clause 17, the meaning of adequate procedures 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 clause 17 a person associated with you includes but is not limited to any of your subcontractors.

## **18. Anti-slavery and human trafficking**

### **18.1 In performing your obligations under any Order, you shall:**

- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015;
- (b) have and maintain throughout the term of the Contract your own policies and procedures to ensure your compliance;

- (c) 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; and
  - (d) include in your contracts with your subcontractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 18.
- 18.2 You represent and warrant that neither you nor any of your officers, employees or other persons associated with you:
  - (a) have been convicted of any offence involving slavery and human trafficking; and
  - (b) having made reasonable enquiries, so far as you are aware have been or are the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 18.3 You shall implement due diligence procedures for your subcontractors and suppliers to ensure that there is no slavery or human trafficking in your supply chains.

## **19. General**

- 19.1 We may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of our rights and obligations under the Contract. You shall not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any of your rights and obligations under the Contract without our prior written consent.
- 19.2 You may not subcontract any or all of your rights or obligations under the Contract without our prior written consent. If we consent to any subcontracting by you, you shall remain responsible for all the acts and omissions of your subcontractors as if they were your own.

## **19.3 Notices**

- (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
  - (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
  - (ii) sent by email to the following addresses (or an address substituted in writing by the party to be served):

You: any email address you have used in connection with the negotiation of the Contract.

Us: any email address we have specifically identified as appropriate for legal notices.

- (b) Any notice shall be deemed to have been received:
  - (i) if delivered by hand, at the time the notice is left at the proper address;
  - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
  - (iii) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

- 19.4 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 19.4 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 19.5 Except as set out in clause 2.5, a waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 19.6 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 19.7 The Contract constitutes the entire agreement between the parties. Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.



- 19.8 The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 19.9 Except as set out in these terms and conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.
- 19.10 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 19.11 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.