
**TERMS AND CONDITIONS FOR
THE SUPPLY OF SERVICES**

ANIMONDAL LTD AND NATOUR IMPACT LTD

Finalised: 1st October 2024

1. DEFINITIONS AND INTERPRETATION

1.1 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;
"Bribery Laws"	means the Bribery Act 2010 and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010 and all other applicable UK legislation, statutory instruments and regulations in relation to bribery or corruption and any similar or equivalent legislation in any other relevant jurisdiction
"Business Day"	means a day other than a Saturday, Sunday or bank or public holiday;
"Conditions"	means the Supplier's 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 or has been identified as such, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Contract;
"Contract"	means the agreement between the Supplier and the Client for the supply and purchase of Services incorporating these Conditions and the Order;
"Control"	has the meaning given to it in section 1124 of the Corporation Tax Act 2010;
"Controller"	shall have the meaning given to it in applicable Data Protection Laws from time to time;
"Client"	means the person who purchases the Services from the Supplier and whose details are set out in the Order;
"Data Protection Laws"	means, as binding on either party or the Services: <ul style="list-style-type: none">(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 Subject"	shall have the meaning given to it in applicable Data Protection Laws from time to time;
"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 strikes or other industrial disputes involving the Supplier's or its suppliers' workforce, but excluding the Client's inability to pay or circumstances resulting in the Client's inability to pay;

"GDPR"	means the General Data Protection Regulation, Regulation (EU) 2016/679;
"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 confidential information, rights to sue for passing off, domain names and all similar rights and, in each case: <ul style="list-style-type: none"> (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(es) for performance of the Services as set out in the Order;
"Modern Slavery Policy"	means the Supplier's anti-slavery and human trafficking policy in force and notified to the Client from time to time;
"Order"	means the order for the Services from the Supplier placed by the Client in substantially the same form as set out in the Client's order form;
"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 3.1;
"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;
"Protected Data"	means Personal Data received from or on behalf of the Client in connection with the performance of the Supplier's obligations under the Contract;
"Services"	means the Services set out in the Order and to be performed by the Supplier for the Client;
"Specification"	means the description or specification of the Services set out or referred to in the Order;

"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 Client in respect of the Protected Data;
"Supplier"	means ANIMONDIAL Ltd - company registered in England and Wales with company number 1113894.
"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.

1.2 In these Conditions, unless the context requires otherwise:

- 1.2.1 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;
- 1.2.2 a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;
- 1.2.3 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;
- 1.2.4 a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
- 1.2.5 a reference to a gender includes each other gender;
- 1.2.6 words in the singular include the plural and vice versa;
- 1.2.7 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;
- 1.2.8 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form (including electronic formats but excluding text content of emails);
- 1.2.9 without prejudice to the provisions of clause 14, a reference to legislation is a reference to that legislation as in force at the date of the Contract; and
- 1.2.10 without prejudice to the provisions of clause 14, a reference to legislation includes all subordinate legislation made as at the date of the Contract under that legislation.

2. APPLICATION OF THESE CONDITIONS

- 2.1 These Conditions apply to and form part of the Contract between the Supplier and the Client. They supersede any previously issued terms and conditions of purchase or supply.
- 2.2 No terms or conditions endorsed on, delivered with, or contained in the Client's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that the Supplier otherwise agrees in writing.
- 2.3 No variation of these Conditions or to an Order or to the Contract shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of the Supplier.
- 2.4 Each Order by the Client to the Supplier shall be an offer to purchase Services subject to these Conditions.

- 2.5 An Order may be withdrawn or amended by the Client at any time provided that notice in writing of such withdrawal or amendment by the Client is received by the Supplier before acceptance by the Supplier. If the Supplier is unable to accept an Order, it shall notify the Client as soon as reasonably practicable.
- 2.6 The offer constituted by an Order shall remain in effect and be capable of being accepted by the Supplier for 90 Business Days from the date on which the Client submitted the Order, after which time it shall automatically lapse and be withdrawn.
- 2.7 The Supplier may accept or reject an Order at its discretion. An Order shall not be accepted, and no binding obligation to supply any Services shall arise, until the earlier of:
- 2.7.1 the Supplier's written acceptance of the Order; or
 - 2.7.2 the Supplier performing the Services or notifying the Client that they are ready to be performed (as the case may be).
- 2.8 Rejection by the Supplier of an Order, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by the Client.
- 2.9 The Supplier may issue quotations to the Client from time to time. Quotations are invitations to treat only. They are not an offer to supply Services and are incapable of being accepted by the Client.
- 2.10 Marketing and other promotional material relating to the Services are illustrative only and do not form part of the Contract.

3. PRICE

- 3.1 The price for the Services shall be as set out in the Order or, in default of such provision, shall be calculated in accordance with the Supplier's scale of charges ("**Price**").
- 3.2 The Prices are exclusive of:
- 3.2.1 any additional service time or support delivered outside of those agreed which shall be charged in addition at the Supplier's standard rates, and
 - 3.2.2 VAT (or equivalent sales tax).
 - 3.2.3 Any expenses incurred in relation to delivery of services, which will be agreed separately and charged in addition.
- 3.3 The Client shall pay any applicable VAT to the Supplier on receipt of a valid VAT invoice.
- 3.4 The Supplier may increase the Prices at any time by giving the Client not less than 15 Business Days' notice in writing provided that the increase does not exceed 10% of the Prices in effect immediately prior to the increase.
- 3.5 Notwithstanding clause 3.4, the Supplier may increase the Prices with immediate effect by written notice to the Client where there is an increase in the direct cost to the Supplier of supplying the relevant Services which exceeds 10% and which is due to any factor beyond the control of the Supplier.

4. PAYMENT

- 4.1 The Supplier shall receive payment of fees due from The Client upon receipt of invoice or through regular payments made on a recurring automated monthly or annual basis.
- 4.2 The Client shall pay fees:

4.2.1 in full without deduction or set-off, in cleared funds within 14 days of the date of each invoice;

4.2.2 or on the same day each month or year, through the preferred option of a recurring automated payment method

4.2.3 to the bank account nominated by the Supplier.

4.3 Time of payment is of the essence. Where sums due under these Conditions are not paid in full by the due date:

4.3.1 the Supplier may, without limiting its other rights, charge interest on such sums at 10% a year above the Bank of England base rate (Bank Rate) from time to time in force, and

4.3.2 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.

5. CREDIT LIMIT

The Supplier may set and vary credit limits from time to time and withhold all further supplies if the Client exceeds such credit limit.

6. PERFORMANCE

6.1 An Order shall specify whether the Services are to be:

6.1.1 performed at the Location on the date(s) specified in the Order; or

6.1.2 performed at an alternative premises set out in the Order (as the case may be). The Client shall make such premises available for the Supplier so that the Supplier is able to make the Services available to be performed within the period set out in the Order.

6.2 The Services shall be deemed performed on completion of the performance of the Services as specified in the Order.

6.3 The Supplier may perform the Services in instalments. Any delay in performance or defect in an instalment shall not entitle the Client to cancel any other instalment.

6.4 Time of performance of the Services is not of the essence. The Supplier shall use its reasonable endeavours to meet estimated dates for performance, but any such dates are approximate only.

6.5 The Supplier shall not be liable for any delay in or failure of performance caused by:

6.5.1 the Client's failure to: (i) make the Location available, (ii) prepare the Location in accordance with the Supplier's instructions or (iii) provide the Supplier with adequate instructions for performance or otherwise relating to the Services;

6.5.2 Force Majeure.

7. WARRANTY

7.1 The Supplier warrants that, for a period of three months from performance (the "**Warranty Period**"), the Services shall:

7.1.1 conform in all material respects to their description and the Specification;

7.1.2 be free from material defects;

- 7.1.3 be supplied with reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982, Part II s 13;
- 7.1.4 in the case of media on which the results of the Services are supplied, be of satisfactory quality within the meaning of the Sale of Goods Act 1979.
- 7.2 The Client warrants that it has provided the Supplier with all relevant, full and accurate information as to the Client's business and needs.
- 7.3 The Supplier shall, at its option, remedy, re-perform or refund the Services that do not comply with clause 7.1, provided that:
- 7.3.1 the Client serves a written notice on the Supplier 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
- 7.3.2 such notice specifies that some or all of the Services do not comply with clause 7.1 and identifies in sufficient detail the nature and extent of the defects; and
- 7.3.3 the Client gives the Supplier a reasonable opportunity to examine the claim of the defective Services.
- 7.4 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.
- 7.5 Except as set out in this clause 7:
- 7.5.1 the Supplier gives no warranties and makes no representations in relation to the Services; and
- 7.5.2 shall have no liability for their failure to comply with the warranty in clause 7.1, 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.
- 7.6 The Client shall be entitled to exercise its rights under clause 7 notwithstanding that the Services were not rejected following any initial inspection.

8. ANTI-BRIBERY

- 8.1 For the purposes of this clause 8 the expressions "**adequate procedures**" and "**associated with**" shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.
- 8.2 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:
- 8.2.1 all of that party's personnel;
- 8.2.2 all others associated with that party; and
- 8.2.3 all of that party's sub-contractors;
- involved in performing the Contract so comply.
- 8.3 Without limitation to clause 8.2, 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.

8.4 Each party shall immediately notify the other as soon as it becomes aware of a breach or possible breach of any of the requirements in this clause 8.

9. ANTI-SLAVERY

9.1 The Client undertakes, warrants and represents that:

9.1.1 neither the Client nor any of its officers, employees, agents or sub-contractors has:

- (a) committed an offence under the Modern Slavery Act 2015 (an "**MSA Offence**");
or
- (b) 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 if 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;

9.1.2 it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy;

9.1.3 it shall notify the Supplier immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or sub-contractors have breached or potentially breached any of Client's obligations under clause 9.1. Such notice shall set out full details of the circumstances concerning the breach or potential breach of the Client's obligations.

9.2 Any breach of clause 9.1 by the Client shall be deemed a material breach of the Contract and shall entitle the Supplier to terminate the Contract with immediate effect.

10. INDEMNITY AND INSURANCE

10.1 The Client shall indemnify, and keep indemnified, the Supplier from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by the Supplier as a result of or in connection with the Client's breach of any of the Client's obligations under the Contract.

10.2 The Client shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom to cover its obligations under these Conditions. On request, the Client shall supply, so far as is reasonable, evidence of the maintenance of the insurance and all of its terms from time to time applicable. The Client shall on request assign to the Supplier the benefit of such insurance.

11. LIMITATION OF LIABILITY

11.1 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 11.

11.2 Subject to clauses 11.5 and 11.6, the Supplier's total liability shall not exceed 120% of the value of the services according to the Order.

11.3 Subject to clauses 11.5 and 11.6, the Supplier shall not be liable for consequential, indirect or special losses.

11.4 Subject to clauses 11.5 and 11.6, the Supplier shall not be liable for any of the following (whether direct or indirect):

11.4.1 loss of profit;

11.4.2 loss or corruption of data;

- 11.4.3 loss of use;
 - 11.4.4 loss of production;
 - 11.4.5 loss of contract;
 - 11.4.6 loss of opportunity;
 - 11.4.7 loss of savings, discount or rebate (whether actual or anticipated);
 - 11.4.8 harm to reputation or loss of goodwill.
- 11.5 The limitations of liability set out in clauses 11.2 to 11.4 shall not apply in respect of any indemnities given by either party under the Contract.
- 11.6 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:
- 11.6.1 death or personal injury caused by negligence;
 - 11.6.2 fraud or fraudulent misrepresentation;
 - 11.6.3 any other losses which cannot be excluded or limited by applicable law;
 - 11.6.4 any losses caused by wilful misconduct.

12. INTELLECTUAL PROPERTY

- 12.1 The Supplier shall indemnify the Client from and against any losses, damages, liability, costs and expenses (including reasonable professional fees) incurred by it as a result of any action, demand or claim that performance of benefit of the Services infringes the Intellectual Property Rights of any third party ("**IPR Claim**"), provided that the Supplier shall have no such liability if the Client:
- 12.1.1 does not notify the Supplier in writing setting out full details of any IPR Claim of which it has notice as soon as is reasonably possible;
 - 12.1.2 makes any admission of liability or agrees any settlement or compromise of the relevant IPR Claim without the prior written consent of the Supplier;
 - 12.1.3 does not let the Supplier at its request and own expense have the conduct of or settle all negotiations and litigation arising from the IPR Claim at its sole discretion;
 - 12.1.4 does not take all reasonable steps to minimise the losses that may be incurred by it or by any third party as a result of the IPR Claim;
 - 12.1.5 does not, at the Supplier's request, provide the Supplier with all reasonable assistance in relation to the IPR Claim (at the Client's expense) including the provision of prompt access to any relevant premises, officers, employees, contractors or agents of the Client.
- 12.2 If any IPR Claim is made or is reasonably likely to be made, the Supplier may at its option:
- 12.2.1 procure for the Client the right to continue receiving the benefit of the relevant Services; or
 - 12.2.2 modify or replace the infringing part of the Services so as to avoid the infringement or alleged infringement, provided the Services remain in material conformance to their Specification.
- 12.3 The Supplier's obligations under clause 12.1 shall not apply to Services modified or used by the Client other than in accordance with the Contract or the Supplier's instructions. The Client shall

indemnify the Supplier against all losses, damages, liability, costs and expenses (including reasonable legal fees) incurred by the Supplier in connection with any claim arising from such modification or use.

13. CONFIDENTIALITY AND ANNOUNCEMENTS

13.1 The Client shall keep confidential all Confidential Information of the Supplier and of any Affiliate of the Supplier and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:

13.1.1 any information which was in the public domain at the date of the Contract;

13.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;

13.1.3 any information which is independently developed by the Client without using information supplied by the Supplier or by any Affiliate of the Supplier; or

13.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract

except that the provisions of clauses 13.1.1 to 13.1.3 shall not apply to information to which clause 13.4 relates.

13.2 This clause shall remain in force for a period of five years from the date of the Contract and, if longer, three years after termination of the Contract.

13.3 The Client shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.

13.4 To the extent any Confidential Information is Protected Data (as defined in clause 14) such Confidential Information may be disclosed or used only to the extent such disclosure or use does not conflict with any of the provisions of clause 14.1.

14. PROCESSING OF PERSONAL DATA

14.1 The parties agree that the Client is a Controller and that the Supplier is a Processor for the purposes of processing Protected Data pursuant to the Contract. The Client shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data. The Client shall ensure all instructions given by it to the Supplier in respect of Protected Data (including the terms of the Contract) shall at all times be in accordance with Data Protection Laws.

14.2 The Supplier shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of the Contract.

14.3 The Client shall indemnify and keep indemnified the Supplier against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a supervisory authority) arising out of or in connection with any breach by the Client of its obligations under this clause 14.

14.4 The Supplier shall:

14.4.1 only process (and shall ensure Supplier Personnel only process) the Protected Data in accordance with the terms set out in the Contract (and not otherwise unless alternative processing instructions are agreed between the parties in writing) except where otherwise required by applicable law (and shall inform the Client of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest); and

- 14.4.2 without prejudice to clause 14.1, if the Supplier believes that any instruction received by it from the Client is likely to infringe the Data Protection Laws it shall promptly inform the Client and be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing.
- 14.5 Taking into account the state of technical development and the nature of processing, the Supplier shall implement and maintain the technical and organisational measures set out in the Contract to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.
- 14.6 The Supplier shall:
- 14.6.1 not permit any processing of Protected Data by any agent, sub-contractor or other third party (except its or its Sub-Processors' own employees in the course of their employment that are subject to an enforceable obligation of confidence with regards to the Protected Data) without the prior specific written authorisation of the Client;
- 14.6.2 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 14 that is enforceable by the Supplier and ensure each such Sub-Processor complies with all such obligations;
- 14.6.3 remain fully liable to the Client under the Contract for all the acts and omissions of each Sub-Processor as if they were its own; and
- 14.6.4 ensure that all persons authorised by the Supplier or any Sub-Processor to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential.
- 14.7 The Client authorises the appointment of the Sub-Processors listed below:
- 14.7.1 Cobalt Beach, 160 City Road, London EC1V 2NX - registered in England and Wales with company number 12554029
- 14.7.2 Natour Impact Ltd, 128 City Road, London, United Kingdom, EC1V 2NX - registered in England and Wales with company number 14897073
- 14.8 The Supplier shall (at the Client's cost):
- 14.8.1 assist the Client in ensuring compliance with the Client's obligations pursuant to Articles 32 to 36 of the GDPR (and any similar obligations under applicable Data Protection Laws) taking into account the nature of the processing and the information available to the Supplier; and
- 14.8.2 taking into account the nature of the processing, assist the Client (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Client's 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.
- 14.9 The Supplier shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the United Kingdom or to any International Organisation without the prior written consent of the Client.
- 14.10 The Supplier shall, in accordance with Data Protection Laws, make available to the Client such information that is in its possession or control as is necessary to demonstrate the Supplier's compliance with the obligations placed on it under this clause 14 and to demonstrate compliance with the obligations 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 the Client (or another auditor mandated by the Client) for this purpose (subject to a maximum of one audit request in any 12 month period under this clause 14.10).

- 14.11 The Supplier shall notify the Client without undue delay and in writing on becoming aware of any Personal Data Breach in respect of any Protected Data.
- 14.12 On the end of the provision of the Services relating to the processing of Protected Data, at the Client's cost and the Client's option, the Supplier shall either return all of the Protected Data to the Client 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 the Supplier to store such Protected Data. This clause 14 shall survive termination or expiry of the Contract.

15. FORCE MAJEURE

- 15.1 A party shall not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:
 - 15.1.1 promptly notifies the other of the Force Majeure event and its expected duration; and
 - 15.1.2 uses best endeavours to minimise the effects of that event.
- 15.2 If, due to Force Majeure, a party:
 - 15.2.1 is or shall be unable to perform a material obligation; or
 - 15.2.2 is delayed in or prevented from performing its obligations for a continuous period exceeding 14 days or a total of more than 30 days in any consecutive period of 60 days;
 - the parties shall, within 30 days, renegotiate the Contract to achieve, as nearly as possible, the original commercial intent.

16. TERMINATION

- 16.1 The Supplier may terminate the Contract or any other contract which it has with the Client at any time by giving notice in writing to the Client if:
 - 16.1.1 the Client commits a material breach of Contract and such breach is not remediable;
 - 16.1.2 the Client commits 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;
 - 16.1.3 the Client has failed to pay any amount due under the Contract on the due date and such amount remains unpaid within 30 days after the Supplier has given notification that the payment is overdue; or
 - 16.1.4 any consent, licence or authorisation held by the Client is revoked or modified such that the Client is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.
- 16.2 The Supplier may terminate the Contract at any time by giving notice in writing to the Client if the Client:
 - 16.2.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
 - 16.2.2 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the Supplier reasonably believes that to be the case;
 - 16.2.3 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;

- 16.2.4 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
 - 16.2.5 has a resolution passed for its winding up;
 - 16.2.6 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
 - 16.2.7 is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within seven days of that procedure being commenced;
 - 16.2.8 has a freezing order made against it;
 - 16.2.9 is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title to those items;
 - 16.2.10 is subject to any events or circumstances analogous to those in clauses 16.2.1 to 16.2.9 in any jurisdiction;
 - 16.2.11 takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses 16.2.1 to 16.2.10 including giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.
- 16.3 The Supplier may terminate the Contract any time by giving not less than four weeks' notice in writing to the Client if the Client undergoes a change of Control or if it is realistically anticipated that it shall undergo a change of Control within two months.
- 16.4 The right of the Supplier to terminate the Contract pursuant to clause 16.2 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.
- 16.5 If the Supplier becomes aware that any event has occurred, or circumstances exist, which may entitle the Client to terminate the Contract under this clause 16, it shall immediately notify the Client in writing.
- 16.6 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of the Supplier at any time up to the date of termination.

17. DISPUTE RESOLUTION

- 17.1 Any dispute arising between the parties out of or in connection with the Contract shall be dealt with in accordance with the provisions of this clause 17.
- 17.2 The dispute resolution process may be initiated at any time by either party serving a notice in writing on the other party that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.
- 17.3 The parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedures:
- 17.3.1 within 7 days of service of the notice, the contract managers of the parties shall meet to discuss the dispute and attempt to resolve it.
 - 17.3.2 if the dispute has not been resolved within 7 days of the first meeting of the contract managers, then the matter shall be referred to the chief executives (or persons of equivalent seniority). The chief executives (or equivalent) shall meet within 7 days to discuss the dispute and attempt to resolve it.

- 17.4 The specific format for the resolution of the dispute under clause 17.3.1 and, if necessary, clause 17.3.2 shall be left to the reasonable discretion of the parties, but may include the preparation and submission of statements of fact or of position.
- 17.5 If the dispute has not been resolved within 14 days of the first meeting of the chief executives (or equivalent) under clause 17.3.2 then the matter may be referred to mediation in accordance with the London Court of International Arbitration Mediation Rules.
- 17.6 Until the parties have completed the steps referred to in clauses 17.3 and 17.5, and have failed to resolve the dispute, neither party shall commence formal legal proceedings or arbitration except that either party may at any time seek urgent interim relief from the courts or emergency arbitrator relief.

18. NOTICES

- 18.1 Any notice or other communication given by a party under these Conditions shall:
- 18.1.1 be in writing and in English;
 - 18.1.2 be signed by, or on behalf of, the party giving it; and
 - 18.1.3 be sent to the relevant party at the address set out in the Contract
- 18.2 Notices may be given, and are deemed received:
- 18.2.1 by hand: on receipt of a signature at the time of delivery;
 - 18.2.2 By Royal Mail Recorded Signed For post: at 9.00 am on the second Business Day after posting; OR
 - 18.2.3 by Royal Mail International Tracked & Signed OR Royal Mail International Signed post: at 9.00 am on the fourth Business Day after posting; AND
 - 18.2.4 by email on receipt of a read receipt email from the correct address.
- 18.3 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 18.1 and shall be effective:
- 18.3.1 on the date specified in the notice as being the date of such change; or
 - 18.3.2 if no date is so specified, 14 Business Days after the notice is deemed to be received.
- 18.4 All references to time are to the local time at the place of deemed receipt.
- 18.5 This clause does not apply to notices given in legal proceedings or arbitration.
- 18.6 A notice given under these Conditions is not validly served if sent only by email.

19. CUMULATIVE REMEDIES

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

20. TIME

Unless stated otherwise, time is of the essence of any date or period specified in the Contract in relation to the Client's obligations only.

21. FURTHER ASSURANCE

The Client shall at the request of the Supplier, and at the Client's own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.

22. ENTIRE AGREEMENT

22.1 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.

22.2 Each party acknowledges that it has not entered into the Contract, or 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.

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

23. VARIATION

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, the Supplier.

24. ASSIGNMENT

24.1 The Client may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without the Supplier's prior written consent, such consent not to be unreasonably withheld or delayed.

24.2 Notwithstanding clause 24.1, the Client may perform any of its obligations and exercise any of its rights granted under the Contract through any Affiliate provided that it gives the Supplier prior written notice of such subcontracting or assignment including the identity of the relevant Affiliate. The Client acknowledges and agrees that any act or omission of its Affiliate in relation to the Client's rights or obligations under the Contract shall be deemed to be an act or omission of the Client itself.

25. SET OFF

25.1 The Supplier shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Client under the Contract or under any other contract which the Supplier has with the Client.

25.2 The Client shall pay all sums that it owes to the Supplier under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

26. NO PARTNERSHIP OR AGENCY

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.

27. EQUITABLE RELIEF

The Client recognises that any breach or threatened breach of the Contract may cause the Supplier irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to the Supplier, the Client acknowledges and agrees that the Supplier is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

28. SEVERANCE

28.1 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.

28.2 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 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.

29. WAIVER

29.1 No failure, delay or omission by the Contract 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.

29.2 No single or partial exercise of any right, power or remedy provided by law or under the Contract by the Supplier shall prevent any future exercise of it or the exercise of any other right, power or remedy by the Supplier.

29.3 A waiver of any term, provision, condition or breach of the Contract by the Supplier shall only be effective if given in writing and signed by the Supplier, and then only in the instance and for the purpose for which it is given.

30. COMPLIANCE WITH LAW

The Client shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to it and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.

31. CONFLICTS WITHIN CONTRACT

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.

32. COSTS AND EXPENSES

The Client shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Contract (and any documents referred to in it).

33. THIRD PARTY RIGHTS

33.1 Except as expressly provided for in clause 33.2, 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.

33.2 Any Affiliate of the Supplier 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.

34. GOVERNING LAW

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.

35. JURISDICTION

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).