

DATED

23rd July 2025

TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

PLATINUM STREET LIGHTING SOLUTIONS

ISSUE 10 23072025



THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 11 (LIMITATION OF LIABILITY).

1. INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Bid: the Company's bid to the Customer, to secure the Tender Contract.

Business: the business of electrical and civil street lighting design, installation and commissioning, operating under the trading name, Platinum Street Lighting Solutions.

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

Charges: the charges payable by the Customer for the supply of the Services in accordance with clause 7.

Commencement Date: has the meaning given in clause 3.4.

Company: Platinum Electrical Limited registered in England and Wales with company number 05608834, trading as Platinum Street Lighting Solutions.

Company Materials: has the meaning set out in clause 6.1(l).

Conditions: these terms and conditions as amended from time to time in accordance with clause 14.5.

Contract: the contract between the Company and the Customer for the supply of Goods and/or Services in accordance with these Conditions, the Quotation and the Works Variation Order.

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

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.

Customer: the person, firm or organisation who purchases Services from the Company.

Customer Default: has the meaning set out in clause 6.2.

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 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Deliverables: the deliverables as set out in the Quotation and Works Variation Order.

DNO: Distribution Network Operator.

Domestic Law: the law of the United Kingdom or a part of the United Kingdom.

Goods: Any goods agreed in the Quotation and Works Variation Order to be supplied to the Customer by the Company (including any part or parts of them).

Group: in relation to a company, that company, any subsidiary or any holding company from time to time of that company and any subsidiary from time to time of a holding company of that company. Each company in a Group is a member of the Group.

IDNO: Independent Distribution Network Operator.

Intellectual Property Rights: patents, utility models, 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.

MPAN: meter point administration number.

Purchase Order: the Customer's written acceptance of the Quotation provided by the Company.

Pro-Forma Invoice: the invoice issued by the Company to the Customer, detailing the Goods and/or Services to be supplied to the Customer, and inviting the Customer to pay in advance of the Goods and/or Services being supplied.

Works Variation Order: the document issued by the Company to the Customer, outlining the modifications or adjustments to the Services.

Quotation: the Company written quotation to the Customer setting out the Services and Goods to be provided and the costs.

RPI: the Retail Price Index.

Services: the services to be supplied by the Company to the Customer as set out in the Quotation and/or Tender.

Supplier: the person or firm who supplies Goods and/or services to the Company, which are used directly or indirectly by the Company, in the supply of the Services.

Tender: a formal invitation from the Customer to the Company to bid for the supply of Services.

Tender Contract: the contract for Services between the Company and the Customer.

Tender Order: the Customer's written acceptance of the Bid.

UK GDPR: has the meaning given in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Works Site: the site where the Services are performed.

1.2 Interpretation:

- (a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (b) Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) A reference to **writing** or **written** includes email, but not fax.

2. BASIS OF CONTRACT - TENDER

- 2.1 The Company will submit their Bid to the Customer.
- 2.2 A Tender Order is made by the Customer if, following a review of the Bid, the Customer provides written confirmation to the Company that they have been awarded the Tender Contract.
- 2.3 The Tender Order shall only be deemed to be accepted when the Company issues written acceptance to the Customer, of the Tender Order.
- 2.4 Any samples, drawings, descriptive matter or advertising issued by the Company, and any descriptions or illustrations contained in the Tender Bid, are issued or published for the sole purpose of giving an approximate idea of the services described in them. They shall not form part of the Contract or have any contractual force.

3. BASIS OF CONTRACT – NON TENDER

- 3.1 On request by the Customer, the Company will provide a Quotation to the Customer.
- 3.2 Any Quotation given by the Company shall not constitute an offer and is only valid for a period of 30 days from its date of issue.
- 3.3 The Purchase Order constitutes an offer by the Customer to purchase the Services in the Quotation and to accept the costs to provide the Services, in accordance with these Conditions.
- 3.4 The Purchase Order shall only be deemed to be accepted when the Company issues written acceptance of the Purchase Order at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 3.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

4. SUPPLY OF SERVICES

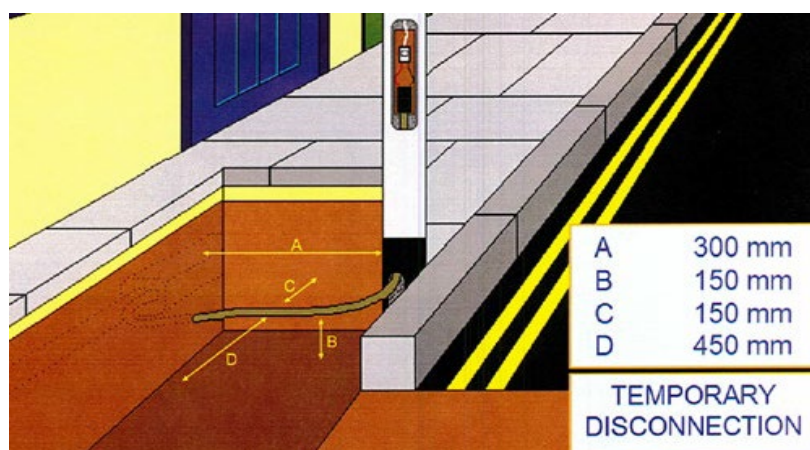
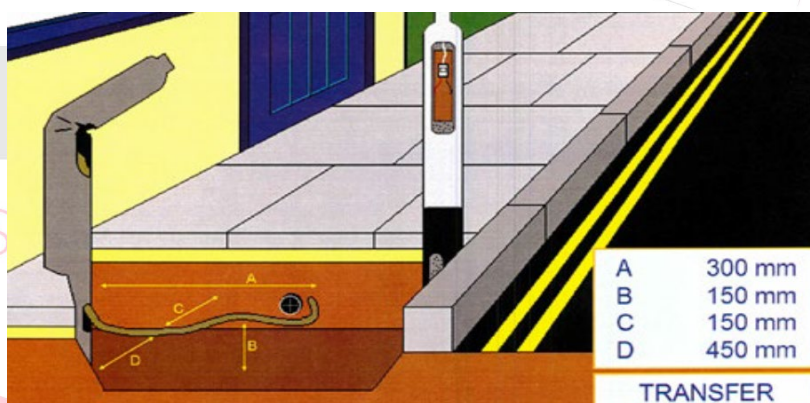
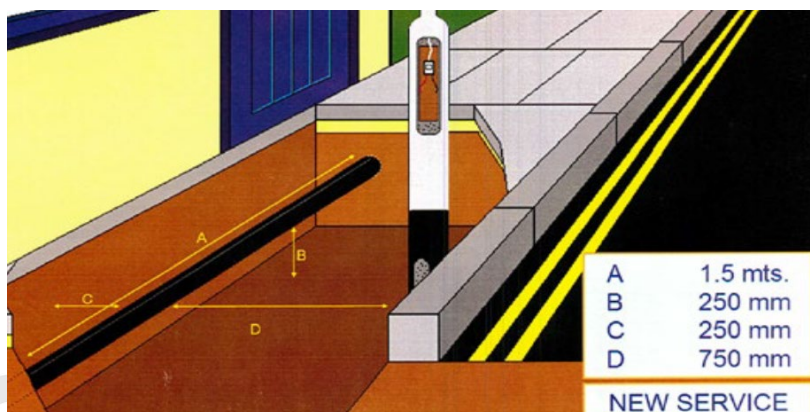
- 4.1 Following acceptance of the Bid at clause 2.3 or acceptance of the Quotation at clause 3.4, the Customer shall provide the Company with a Purchase Order. The Purchase Order prepared by the Customer must reflect the Quotation or Bid and no works can commence until the Company receives written notice of the Purchase Order and the Company will then provide the Customer with a start date for the Services.
- 4.2 The Company shall supply the Services to the Customer in accordance with the Quotation in all material respects.
- 4.3 If any works are required by the Customer, which is in addition to Services, the Company will provide the Customer with a new Quotation and/or a Works Variation Order which shall include the additional costs as described at clause 8.10.

- 4.4 Unless otherwise agreed in writing between the Company and Customer prior to the Commencement Date, the Services shall exclude:
- (a) Nights, weekends and bank holiday working;
 - (b) Traffic management;
 - (c) Hand digging or trenching;
 - (d) DNO and IDNO connection and network bays;
 - (e) Permanent re-instatement in footways and/or carriageways;
 - (f) Provision of drawings, statistics and road space booking; and
 - (g) Any other items not listed in the Quotation or Works Variation Order.
- 4.5 The Company shall use reasonable endeavours to meet any performance dates specified in the Quotation, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 4.6 On occasion, the Company will include DNO and IDNO connection work as part of the Services and the Company will be under no obligation to commence work until the Customer has provided the Company with the MPAN. The Customer will be wholly liable for any costs incurred in obtaining the MPAN.
- 4.7 Where DNO or IDNO connection work is required as part of the Services, any costs incurred by the Company as a result of the DNO or IDNO connection work, will be passed onto the Customer at the rate of cost plus 15%.
- 4.8 Any costs incurred as a result of DNO or IDNO connection work, pursuant to clause 4.6, will include connection, transfer or disconnection up to one meter from the item being serviced and any additional trenching works required over and above one meter will be chargeable to the Customer.
- 4.9 No allowance will be made in the Quotation for the provision of traffic management, track closures or any like matters requiring the assistance of the Highways Authority required to complete the Services. It will be the responsibility and cost of the Customer to obtain the necessary consents to allow for the Services to be undertaken by the Company.
- 4.10 No allowance will be made by the Company for the provision of:
- (a) a performance bond; or
 - (b) any main contractor's discount.
- 4.11 The Company reserves the right to amend the Services, if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Company shall notify the Customer in any such event.
- 4.12 The Company warrants to the Customer that the Services will be provided using reasonable care and skill.

5. NETWORK BAYS

5.1 When network bay work is included within the Services, the network bays will not exceed the dimensions as shown in clause 5.2. If larger network bays are required as part of the Services which is beyond the dimensions as described in 5.2, the Company will be entitled to charge the Customer for any additional work reasonably incurred by the Company.

5.2 The network bay dimensions will be as follows:



6. CUSTOMER'S OBLIGATIONS

6.1 The Customer shall, and if required at its own expense:

- (a) ensure that the terms of the Quotation and any information provided in the Purchase Order and Tender are complete and accurate;
- (b) provide the Company with a minimum of 14 days written notice if the Customer wants to cancel or postpone any part of the Services;
- (c) co-operate with the Company in all matters relating to the Goods and Services;
- (d) provide the Company, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Company;
- (e) provide the Company with such information and materials as the Company may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (f) prepare the Customer's premises and Works Site for the supply of the Services;
- (g) Ensure the Works Site does not contain substances hazardous to the health and safety of the Company;
- (h) ensure that the Company's operatives, agents, sub-contractors and other persons are informed of all health and safety rules and regulations and any reasonable security and legal requirements which apply to the Works Site and shall provide the Company with all information which is required by the Company for performance of the Services;
- (i) prepare the Works Site for the supply of Services as detailed in the Quotation and Works Variation Order including but not limited to, providing markings and datum lines;
- (j) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- (k) comply with all applicable laws, including health and safety laws;
- (l) keep all materials, equipment, documents and other property of the Company (**Company Materials**) at the Customer's premises in safe custody at its own risk, maintain the Company Materials in good condition until returned to the Company, and not dispose of or use the Company Materials other than in accordance with the Company's written instructions or authorisation; and
- (m) comply with any additional obligations as set out in the Quotation and Works Variation Order.

6.2 If the Company's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

- (a) without limiting or affecting any other right or remedy available to it, the Company shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Company's performance of any of its obligations;
- (b) the Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this clause 6.2;

- (c) the Customer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Customer Default; and
- (d) without limiting or affecting any other right or remedy available to it, the Company shall have the right to charge the Customer at a rate equal to the cost of labour and plant as detailed in the Quotation, plus an amount of 15%, if the Customer fails to perform any of their obligations as set out in clause 6.1.

7. NON-SOLICITATION AND NON-EMPLOYMENT OF EMPLOYEES OR CONTRACTORS

7.1 To protect the legitimate business interests of the Company, the Customer covenants with the Supplier that it shall not (and shall procure that no member of the Customer's Group shall) (except with the prior written consent of Party 1):

- (a) Attempt to solicit or entice away; or
- (b) Solicitor or entice away,

from the employment or service of the Company the services of any Restricted Person.

7.2 The Customer shall be bound by the covenant set out in Clause 7.1 during the term of the Contract, and for a period of 12 months after termination of the Contract.

7.3 To protect the legitimate business interests of the Company, the Customer covenants with the Company that it shall not (and shall procure that no member of the Customer's Group shall) (except with the prior written consent of the Company) employ or engage or otherwise facilitate the employment or engagement of any Restricted Person.

7.4 The Customer shall be bound by the covenant set out in Clause 7.3 during the term of the Contract and for a period of 12 months after termination of the Contract.

7.5 For the purposes of this Clause 7, a **Restricted Person** means any firm, company or person employed or engaged by the Company during the term of the Contract, who has been engaged in the provision of the Services or the management of the Contract either as principal, agent, employee, independent contractor or in any other form of employment or engagement if they were involved in any capacity in any business concern which competes with the Business.

7.6 The covenants in clauses 7.1 and 7.3 are intended for the benefit of, and shall be enforceable to the fullest extent permitted by law, by the Company and shall apply to actions carried out by the Customer (or any member of the Customer's Group) in any capacity (including as shareholder, partner, director, principal, consultant, officer, agent or otherwise) and whether directly or indirectly, on its own behalf or on behalf of, or jointly with, any other person.

7.7 Each of the covenants in this clause 7 is a separate covenant by the Customer and shall be enforceable by the Company separately and independently of their right to enforce any one or more of the other covenants contained in this clause.

- 7.8 In the event of breach Clause 7 the customer shall pay upon receipt of a written demand a sum equivalent to 25% of the gross annual salary of the relevant employee.
- 8. CHARGES AND PAYMENT**
- 8.1 On completion of the Services, the Company shall invoice the Customer and any costs quoted to complete the Services are exclusive of VAT.
- 8.2 On occasion, the Company will issue to the Customer a Pro-Forma Invoice prior to completion of the Services, which shall be payable in accordance with clause 8.6.
- 8.3 The Charges for the Services shall be calculated on a time and materials basis:
- (a) the Charges shall be calculated in accordance with the Company's daily fee rates, as set out in the Quotation;
 - (b) The Company shall be entitled to charge an additional 15% over and above the daily fee rates as shown in the Quotation if the Company's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligations as shown in paragraph 6.1;
 - (c) the Company shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Company engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Company for the performance of the Services, and for the cost of any materials; and
 - (d) The Company shall be entitled to charge the Customer if DNO or IDNO connection, audits and network work is required as part of the Services and a breakdown of the charge payable will be set out within the Quotation or Works Variation Order.
- 8.4 The Company reserves the right to increase the Charges on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the RPI in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be based on the latest available figure for the percentage increase in the RPI, unless agreed otherwise between the Company and the Customer.
- 8.5 The Company reserves the right to increase the Charges with immediate effect, if a Supplier increases their costs and those costs are borne by the Company. Any increase in Supplier costs shall affect the Quotation and the increase of the Supplier costs shall take effect upon the next invoice issued to the Customer by the Company.
- 8.6 Unless otherwise agreed in writing by the Company, the entire quoted sum as set out in the Quotation is payable by the Customer within 30 days of the first invoice or Pro-Forma Invoice.
- 8.7 The Company shall be under no obligation to start work (even if the Company has accepted the Purchase Order) until the invoice as set out in clause 8.6 has been paid.

- 8.8 If the Customer is late making the payment of the first invoice, then the Company reserves the right to withdraw their acceptance of the Purchase Order until the required payment has been made.
- 8.9 If the Customer cancels the Purchase Order after the Company has ordered materials and items from a Supplier required to complete the Services, the Company reserves the right to:
- 7.9.1 keep any payments already made by the Customer under the Contract; and
- 7.9.2 Invoice the Customer for the cost of the materials and items ordered from the Supplier.
- 8.10 Any further work required by the Customer, over and above the work that has been specified in the Quotation and/or Works Variation Order, shall be quoted for separately and, on written acceptance by the Customer, the invoice shall be adjusted accordingly.
- 8.11 The Customer shall pay each invoice submitted by the Company:
- (a) within 30 clear days of the date of the invoice or in accordance with any credit terms agreed by the Company and confirmed in writing to the Customer; and
 - (b) in full and in cleared funds to a bank account nominated in writing by the Company, and
- time for payment shall be of the essence of the Contract.
- 8.12 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 Company to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 8.13 If the Customer fails to make a payment due to the Company under the Contract by the due date, then, without limiting the Company's remedies under clause 12, the Company will stop providing the Services, recover Goods from the Work Site and the Customer 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 8.13 will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when that base rate is below 4%.
- 8.14 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 8.15 No allowance will be made within the Company invoice for any retention and assumes that the full value of the work carried out under the Contract is payable by the Customer.
- 8.16 Any queries or disputes relating to the invoice or Pro-Forma Invoice, must be made by the Customer within 7 days from the date of the invoice or Pro-Forma Invoice.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Company.
- 9.2 The Company grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract as is necessary to enable the Customer to make reasonable use of the Services.
- 9.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted in clause 9.2.
- 9.4 The Customer grants the Company a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to the Company for the term of the Contract for the purpose of providing the Services to the Customer.

10. DATA PROTECTION

- 10.1 Each party to the Contract will comply with all applicable requirements of the Data Protection Legislation. This clause 10 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 10.2 Without prejudice to the generality of Clause 10.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Company for the duration and purposes of these Conditions and the Services.
- 10.3 Without prejudice to the generality of Clause 10.1, each of the Company and Customer shall, in relation to any Personal Data processed in connection with the performance by the Company and Customer of its obligations under these Conditions:
- (a) process that Personal Data only on the documented written instructions of the other party unless either party is required by Domestic Law to otherwise process that Personal Data. Where the Company and Customer is relying on Domestic Law as the basis for processing Personal Data, both parties shall promptly notify each other of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits the Company and Customer from so notifying the Customer and Company;
 - (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the parties, 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 its 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 it);

- (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 the prior written consent of either party has been obtained and the following conditions are fulfilled:
 - (i) the Customer and the Company has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) the Customer and Company complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Company and Customer complies with reasonable instructions notified to it in advance by the other party with respect to the processing of the Personal Data;
 - (v) notify without undue delay on becoming aware of a Personal Data Breach;
 - (vi) at the written direction of either party, delete or return Personal Data and copies thereof to the Company or Customer on termination of the Contract unless required by Domestic Law to store the Personal Data; and
 - (vii) maintain complete and accurate records and information to demonstrate its compliance with this clause 10.

10.4 Each party to the Contract does not consent of the appointment of any third party processor of Personal Data under these Conditions.

11. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

11.1 The Company has obtained insurance cover in respect of its own professional indemnity for individual claims not exceeding £500,000.00 per claim and £250,000.00 per individual claim for contract works. The Company has also obtained public liability insurance for claims not exceeding £10million. The limits and exclusions in this clause reflect the insurance cover the Company has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.

11.2 The restrictions on liability in this clause 10 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

11.3 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

11.4 This clause 11.4 sets out specific heads of excluded loss:

- (a) Subject to clause 11.3, the types of loss listed in clause 11.4(b) are wholly excluded by the parties.
- (b) The following types of loss are wholly excluded:
 - (i) loss of profits
 - (ii) loss of sales or business.
 - (iii) loss of agreements or contracts.
 - (iv) loss of anticipated savings.
 - (v) loss of use or corruption of software, data or information.
 - (vi) loss of or damage to goodwill; and
 - (vii) indirect or consequential loss.

11.5 Subject to clause 11.3, the Company shall not be liable to the Customer for any issues arising from or relating to:

- (a) Planning permission; or
- (b) The Customer's drawings and designs.

11.6 The Customer acknowledges that the Company shall not be liable for any issues or damage caused by third party deliveries of materials or skips or scaffolding.

11.7 The Customer acknowledges that the Company shall not be liable for any issues or damage caused at the Works Site by third parties or the Customer and any necessary remedial or replacement works that the Company performs, will be charged to the Customer at a cost to be agreed by the Company and Customer.

11.8 The Company has given commitments as to compliance of the Services with relevant specifications in clause 4. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

11.9 Unless the Customer notifies the Company that it intends to make a claim in respect of an event within the notice period, the Company shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire 30 days from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

11.10 The Services provided by the Company are subject to the Company warranty period of 12 months from the date of installation. Any Goods supplied are subject to the manufacturer's warranty of those Goods, however the following consumable items will not form part of the warranty period:

- (a) Lamps;
- (b) Cut-out units and fuses;
- (c) Photo-electric cells;
- (d) Ballasts/starters/igniters; and
- (e) Column numbers and labels.

11.11 If any of the Goods supplied to the Company by a Supplier for use in the Services are faulty and are not fit for the purpose they were intended as determined by the Company, the Company will arrange with the Supplier for a replacement to be issued and any costs incurred by the Company in arranging for the replacement, will be chargeable back to the Customer.

11.12 This clause 10 shall survive termination of the Contract.

12. TERMINATION

12.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party 14 days written notice.

12.2 Without affecting any other right or remedy available to it, the Company 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 a breach is remediable) fails to remedy that breach within 7 days of that party 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), 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;
- (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 to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

12.3 Without affecting any other right or remedy available to it, the Company may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract within 30 days from the due date for payment.

12.4 Without affecting any other right or remedy available to it, the Company may suspend the supply of Services under the Contract or any other contract between the Customer and the Company if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 12.2(b) to clause 12.2(d), or the Company reasonably believes that the Customer is about to become subject to any of them.

13. CONSEQUENCES OF TERMINATION

13.1 On termination of the Contract:

- (a) the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Customer immediately on receipt;

- (b) the Customer shall return all of the Company Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then the Company may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

13.2 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of 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.

13.3 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.

14. GENERAL

14.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

14.2 Assignment and other dealings.

- (a) The Company may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- (b) The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Company.

14.3 Confidentiality.

- (a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or Company's of the other party, except as permitted by clause 14.3(b).
- (b) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 14.3; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

14.4 Entire agreement.

- (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of 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 based on any statement in the Contract.
- (c) Nothing in this clause shall limit or exclude any liability for fraud.

14.5 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

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

14.7 **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 14.7 shall not affect the validity and enforceability of the rest of the Contract.

14.8 **Notices.**

- (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be 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 sent by fax to its main fax number or sent by email to the address specified in the Contract or Tender Contract.
- (b) Any notice shall be deemed to have been received:
 - (i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
 - (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 at the time recorded by the delivery service; and
 - (iii) if sent by fax or email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 14.8(b)(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- (c) This clause 14.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

14.9 **Third party rights.**

Unless it expressly states otherwise, 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.

- 14.10 **Governing law.** 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.
- 14.11 **Jurisdiction.** 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.

