

PURCHASE ORDER TERMS AND CONDITIONS

1. **INTERPRETATION**
- 1.1 **Definitions.** In these Conditions, the following definitions apply:
Business Day: a day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business.
Commencement Date: has the meaning given in clause 2.3.
Conditions: these terms and conditions as amended from time to time in accordance with clause 22.7.
Contract: the contract between the Customer and the Supplier for the supply of Goods and/or Services in accordance with these Conditions.
Customer: the entity which is set out on the purchase order form.
Customer Materials: has the meaning set out in clause 5.3(i).
Deliverables: all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).
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 the Customer and the Supplier.
Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), 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.
Group Company: in relation to a company, that company, any subsidiary or any holding company (as defined in s.1159 of the Companies Act 2006) from time to time of that company, and any subsidiary from time to time of a holding company of that company.
Mandatory Policies: the Customer's business policies, including but not limited to its Anti-Slavery and Human Trafficking Policy, Anti-Bribery and Anti-Corruption Policy and Anti-Facilitation of Tax Evasion Policy, as amended by notification to the Supplier from time to time.
Order: the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form.
Services: the services, including any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification and/or other pre-contractual documents (such as the Supplier's quote or proposal).
Service Specification: the description or specification for Services agreed in writing by the Customer and the Supplier.
Supplier: the person or firm from whom the Customer purchases 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 or permitted assigns.
 - (c) 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, as amended or re-enacted.
 - (d) Any words following the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
 - (e) A reference to **writing** or **written** includes faxes and e-mails.
2. **BASIS OF CONTRACT**
- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by the Customer to purchase the Goods and/or Services from the Supplier in accordance with these Conditions.
- 2.3 The Order shall be deemed to be accepted on the earlier of:
- (a) the Supplier issuing a written acceptance of the Order; or
 - (b) the Supplier doing any act consistent with fulfilling the Order,
- at which point the Contract shall come into existence (**Commencement Date**).
- 2.4 All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.
3. **SUPPLY OF GOODS**
- 3.1 The Supplier shall ensure that the Goods shall:
- (a) correspond with their description and any applicable Goods Specification;
 - (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer, expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgement;
 - (c) where applicable, comply with all applicable statutory and regulatory requirements and best practice from time to time in force relating to the content, quality, storage and description of the Goods;
 - (d) where applicable, be free from defects in design, material and workmanship and remain so for 12 months after delivery; and
 - (e) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 3.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.
- 3.3 If identified as a requirement in the purchase order form, the Customer may inspect and test the Goods at any time before delivery. In the event the Customer reasonably considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 3.1, the Supplier shall comply with the Customer's reasonable instructions in the taking of any remedial action by the Supplier. The Customer shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.
4. **DELIVERY OF GOODS**
- 4.1 The Supplier shall ensure that:
- (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
 - (b) each delivery of the Goods is accompanied by a delivery note which shows the date of the 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;
 - (c) it provides to the Customer on request a copy of the relevant delivery driver's identification (including passport), the vehicle registration, and any other information or documents relevant to the delivery of the Goods or performance of the Services; and
 - (d) it provides the Customer with any relevant certification(s), test results and/or reports in respect of the Goods.
- 4.2 The Supplier shall deliver the Goods:
- (a) within the time frame(s) set out in the purchase order form;
 - (b) to the address specified in the purchase order form or as instructed by the Customer before delivery (the "**Delivery Location**"); and
 - (c) as instructed by the Customer.
- 4.3 Time shall be of the essence in respect of the Specified Delivery Time.
- 4.4 If the Supplier becomes aware that it will not be able to comply with clause 4.2(a) for whatever reason, the Supplier shall notify the Customer as soon as reasonably practicable and the Customer shall have the right to any of the remedies available in clause 6.1.

- 4.5 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 4.6 If the Supplier delivers more or less than the quantity of Goods ordered, and the Customer accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods. The Supplier shall not deliver the Goods in instalments without the Customer's prior written consent.
- 4.7 Title and risk in the Goods shall pass to the Customer on completion of delivery.

5. SUPPLY OF SERVICES

5.1 The Supplier shall from the Commencement Date and for the duration of the Contract supply the Services to the Customer in accordance with the terms of the Contract.

5.2 The Supplier shall meet any performance dates for the Services specified in the Order or that the Customer notifies to the Supplier and time is of the essence in relation to any of those performance dates.

5.3 In providing the Services, the Supplier shall:

- (a) co-operate with the Customer in all matters relating to the Services, and comply with all reasonable instructions of the Customer;
- (b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
- (d) ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose that the Customer expressly or impliedly makes known to the Supplier;
- (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- (f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Customer, will be free from defects in workmanship, installation and design;
- (g) obtain and at all times maintain all licences, approvals 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 the Customer's premises including its vessels;
- (i) hold all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier (**Customer Materials**) in safe custody at its own risk, maintain the Customer Materials in good condition until returned to the Customer, and not dispose or use the Customer Materials other than in accordance with the Customer's written instructions or authorisation;
- (j) not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Services; and
- (k) comply with any reasonable additional obligations as set out in the Service Specification.

6. REMEDIES

6.1 If the Goods are not delivered by the applicable date or do not comply with the undertakings set out in clause 3.1 and/or the Services are not performed by the applicable date to a standard acceptable to the Customer then, without limiting or affecting any of its other rights or remedies, the Customer shall have the right to any one or more of the following remedies (in respect of Goods, whether or not it has accepted the Goods):

- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (b) to reject the Goods (in whole or in part) whether or not title has passed and return them to the Supplier at the Supplier's own risk and expense;

- (c) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods;
- (d) to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
- (e) to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods and/or services from a third party;
- (f) to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided and/or Goods that it has not delivered; and
- (g) to claim damages for any other costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.

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

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

7. CUSTOMER'S OBLIGATIONS

7.1 The Customer shall:

- (a) provide the Supplier with reasonable access at reasonable times to the Customer's premises (including, where necessary, its vessels) for the purpose of providing the Services; and
- (b) provide such necessary information for the provision of the Services as the Supplier may reasonably request.

8. INDEMNITY

8.1 The Supplier shall keep the Customer indemnified in full against all liabilities, costs, expenses, damages and losses (whether direct, indirect or consequential), including any interest, penalties, and legal and other professional fees and expenses awarded against or incurred or paid by the Customer as a result of or in connection with:

- (a) any claim made against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services (excluding the Customer Materials) to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
- (b) any claim made against the Customer by a third party 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 the Supplier, its employees, agents or subcontractors;
- (c) any losses incurred by the Customer 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 the Supplier, its employees, agents or subcontractors;
- (d) the Supplier's breach or negligent performance or non-performance of this Agreement; and/or
- (e) any claim made against the Customer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods as delivered, or the Deliverables, to the extent that the defect is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors.

This clause 8.1 shall survive termination of the Contract.

9. PRICE AND PAYMENT

9.1 The price for the Goods shall be the price set out in the Order, or if no price is quoted, the price set out in the Supplier's published price list in force as at the Commencement Date.

9.2 The price for the Goods shall be inclusive of the costs of packaging, insurance and carriage of the Goods, unless otherwise stated on the purchase order form. No extra charges shall be effective unless agreed in writing and signed by the Customer.

- 9.3 The charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Customer, the charges shall include every cost and expense of the Supplier directly and indirectly incurred in connection with the performance of the Services.
- 9.4 In respect of the Goods, the Supplier shall invoice the Customer on or at any time after the completion of delivery. In respect of the Services, the Supplier shall invoice the Customer on completion of the Services (or as otherwise set out in the purchase order form). Each invoice shall include such supporting information reasonably required by the Customer to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.
- 9.5 The Customer shall pay correctly rendered invoices by the later of: 30 days following receipt of the invoice or 30 days following delivery of the Goods or completion of the Services (subject to receipt of a correctly rendered invoice), unless otherwise agreed with the Supplier. Payment shall be made to the bank account nominated in writing by the Supplier.
- 9.6 If a party fails to make any payment due to the other under the Contract by the due date for payment (**Due Date**), then the defaulting party shall pay interest on the overdue amount at the rate of 2% per annum above The Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This clause shall not apply to payments the defaulting party disputes in good faith. The parties agree that this is a substantial remedy for late payment under this Contract in accordance with section 8(2) of the Late Payment of Commercial Debts (Interest) Act 1998.
- 9.7 Unless otherwise provided in the Contract, all amounts payable by the Customer are inclusive of all applicable taxes, tariffs, levies and duties, except for, if applicable, value added tax (VAT) or sales tax chargeable from time to time (subject to the Supplier notifying the Customer of any such tax in the Supplier's quote or proposal). Where any taxable supply for VAT or sales tax purposes is made under the Contract by the Supplier to the Customer (and the Customer is notified of such tax in the Supplier's quote or proposal), the Customer shall, on receipt of a valid VAT or sales tax invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT or sales tax as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.
- 9.8 The Supplier shall maintain complete and accurate records of time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow the Customer to inspect such records at all reasonable times on request.
- 9.9 The Customer may at any time, without limiting any other rights or remedies it may have, set off any amount(s) owed to it by the Supplier against any amount(s) payable by it to the Supplier under the Contract, whether present or future, liquidated or unliquidated, and whether or not it arises under the Contract, subject to the Customer giving the Supplier prior written notice.
- 10. INTELLECTUAL PROPERTY**
- 10.1 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 the Supplier.
- 10.2 The Supplier grants to the Customer, or shall procure the direct grant to the Customer 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.
- 10.3 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer.
- 11. CUSTOMER PROPERTY**
- The Supplier acknowledges that all Customer Materials and all rights in the Customer Materials are and shall remain the exclusive property of the Customer.
- 12. INSURANCE**
- During the term of the Contract, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.
- 13. COMPLIANCE WITH RELEVANT LAWS AND POLICIES**
- The Supplier shall comply with:
- (a) all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply to the provision of the Goods and/or Services and to its business; and
- (b) the Mandatory Policies.
- 14. MODERN SLAVERY**
- 14.1 The Supplier shall comply with all anti-slavery and human trafficking laws, statutes and regulations from time to time in force including the Modern Slavery Act 2015, shall have and maintain its own policies and procedures to ensure compliance and shall not engage in any activity, practice or conduct that would constitute an offence under the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK.
- 14.2 The Supplier shall notify the Customer with full details as soon as it becomes aware of or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of its obligations under this clause 14.
- 14.3 The Supplier shall implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains to ensure that there is no slavery or human trafficking in its supply chains.
- 14.4 If the Customer agrees that the Supplier may subcontract its duties and obligations, it shall at all times remain liable to the Customer for the performance of all its duties and obligations under this Contract and shall ensure its subcontractors and suppliers comply with the provisions of this clause 14.
- 14.5 Breach of this clause 14 by the Supplier shall entitle the Customer to terminate the Contract by written notice with immediate effect.
- 15. DATA PROTECTION**
- For the purposes of this clause 15:
- "Data Protection Laws"** means the Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679 together with any national implementing laws, regulations and secondary legislation relating to privacy and data protection, as amended or updated from time to time.
- "Data Controller"**, **"Data Subject"**, **"Personal Data"**, **"Processing"**, **"Sensitive Data"** shall have the meaning set out in the Data Protection Laws.
- "Shared Data"** means Personal Data or Sensitive Data provided by each party to the other pursuant to this Agreement.
- 15.1 The parties agree that, for the Shared Data, each party shall be a Controller for its Processing purposes. The parties are Data Controllers in common as regards the Shared Data and shall not jointly determine the purposes and means of Processing the Shared Data.
- 15.2 Each of the parties shall comply with its obligations under the Data Protection Laws in connection with its Processing of the Shared Data and the exercise and performance of its respective rights and obligations under this Agreement.
- 15.3 The Supplier acknowledges and agrees that the Customer may share Personal Data outside of the EU to facilitate the performance of the Services and/or delivery of the Goods. Further information about how the Customer uses Personal Data can be found at saga.co.uk/privacy-policy.
- 15.4 The Supplier warrants that it has the right to transfer the Shared Data to the Customer.
- 15.5 Each party shall implement and maintain, at its cost and expense, appropriate technical and organisational measures to meet the requirements of the Data Protection Laws, to ensure the protection of the rights of Data Subjects and to cater for the risks related to the Shared Data (including accidental or unlawful destruction, loss, alteration or unauthorised use or disclosure) and any harm or damage that might be suffered by a Data Subject to whom the Shared Data relates.
- 15.6 Each party shall in relation to all Data Subject requests or complaints it receives that relate to the other party's Processing purposes:
- a) immediately record and then refer the Data Subject request or complaint it receives to the other party within two (2) Business Days of receipt of the request;

- b) provide such information and cooperation and take such action as the other party reasonably requests in relation to such a Data Subject request or complaint, within any reasonable timescales required by the other party; and
- c) not respond to such a Data Subject request or complaint without the other party's prior written approval;
- 15.7 Each party shall inform the other party immediately if it receives any correspondence or request for information from any regulatory authority in relation to the Shared Data, including correspondence or requests which relate to an enforcement notice or information notice.
- 15.8 Each party shall maintain, in accordance with the Data Protection Laws binding on it, written records of all categories of Processing activities carried out by it on the Shared Data.
- 15.9 Having considered the Data Protection Laws, each party has put in place its own processes and guidance that must be followed by it in the event of a Personal Data breach.
- 15.10 In respect of any Personal Data breach in relation to the Shared Data, the party that suffers the Personal Data breach shall, without undue delay:
- a) notify the other party of the Personal Data breach; and
- b) provide the other party with reasonable details of the Personal Data breach.
- 15.11 Neither party shall retain or Process the Shared Data for longer than is necessary to carry out its Processing purposes.
- 15.12 Notwithstanding section 15.11, the parties shall be entitled to continue to retain and Process the Shared Data in accordance with any statutory or professional retention periods that are applicable.
- 15.13 For the avoidance of doubt, if any administrative fines, penalties, sanctions, liabilities or other remedies are imposed by a regulatory body jointly against the parties, only that portion which each of the parties are liable for shall apply directly to it.
- 16. BRIBERY**
- 16.1 The Supplier shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including the Bribery Act 2010. The Supplier shall not, and shall procure that its directors, employees, agents, representatives, contractors or sub-contractors shall not, engage in any activity, practice or conduct which would constitute an offence under any anti-bribery and anti-corruption laws, regulations and codes, including the Bribery Act 2010.
- 16.2 The Supplier shall have in place adequate procedures designed to prevent any person working for or engaged by the Supplier or any other third party in any way connected to the provision of the Goods and/or Services, from engaging in any activity, practice or conduct which would infringe any anti-bribery and anti-corruption laws, regulations and codes, including but not limited to the Bribery Act 2010.
- 16.3 Breach of this clause 16 by the Supplier shall entitle the Customer to terminate the Contract by written notice with immediate effect.
- 17. ANTI-FACILITATION OF TAX EVASION**
- 17.1 The Supplier shall:
- (a) not engage in any activity, practice or conduct which would constitute either:
- (i) a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or
- (ii) a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017;
- (b) promptly report to the Customer any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, in connection with the performance of this agreement;
- (c) upon request or at least annually, certify to the Customer in writing signed by an officer of the Supplier, compliance with this clause 17 by the Supplier and all persons associated with it under clause 17.2. The Supplier shall provide such supporting evidence of compliance as the Customer may reasonably request.
- 17.2 The Supplier shall be responsible for the observance and performance of this clause 17 by its directors, employees, agents and subcontractors and shall be directly liable to the Customer for any breach by such persons of Clause 17.1.
- 17.3 Breach of this clause 17 by the Supplier shall entitle the Customer to terminate the Contract by written notice with immediate effect.
- 18. CONFIDENTIAL INFORMATION**
- 18.1 Each party undertakes that it shall not at any time during the Contract or for a period of three years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, including technical or commercial know-how, specifications, inventions, processes or initiatives, except as permitted by clause 18.2.
- 18.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, subcontractors or advisers and to any of its Group Companies or their employees, officers, representatives 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 the employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information must comply with this clause 18; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 18.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.
- 19. TERMINATION**
- 19.1 The Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if:
- (a) the Supplier's financial position deteriorates to such an extent that in the Customer's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;
- (b) the Supplier commits a breach of clause 3.1(c), 3.1(e) or any of 13 to 17; or
- (c) (being an individual) the Supplier dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.
- 19.2 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 which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 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), 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; or
- (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.
- 19.3 On termination of the Contract, the Supplier shall immediately deliver to the Customer all Deliverables whether or not then complete, and return all Customer Materials. If the Supplier fails to do so, then the Customer may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 19.4 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

- 20. FORCE MAJEURE**
Neither party shall be liable to the other for any delay in performing or failure to perform any of its obligations under the Contract to the extent that such delay or failure is caused by an event or circumstance beyond the reasonable control of that party, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable, provided that the affected party shall use all reasonable endeavours to cure any such events or circumstances and resume performance under the Contract. If any events or circumstances prevent a party from carrying out its obligations under the Contract for a continuous period of more than 28 Business Days, the party not affected may terminate the Contract immediately by giving written notice to the affected party.
- 21. GENERAL**
- 21.1 Assignment and subcontracting.**
(a) The Customer may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract.
(b) The Supplier shall not assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract without the Customer's prior written consent (such consent not to be unreasonably withheld or delayed).
- 21.2 Notices.**
(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post, recorded delivery, commercial courier, fax or e-mail.
(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 22.2(a); if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.
(c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 21.3 Severance.**
(a) If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall be deemed modified, or if such modification is not possible, deleted, to the minimum extent necessary to make it valid, legal and enforceable, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 21.4 Waiver.** A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 21.5 No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, 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.
- 21.6 Third party rights.** A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 21.7 Variation.** Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Customer.
- 21.8 Governing law and jurisdiction.** The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.