

TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND/OR SERVICES

Section A applies solely to the Supply of Goods by the Company. This section must be read in conjunction with Section C. For the avoidance of doubt, this is if you are purchasing Goods which are Company branded. Section A and Section C of this Contract shall apply to you. However, please note that the Intellectual Property licence referred to in Condition 4 of Section C shall not apply when purchasing Company branded Goods.

Section B applies solely to the Supply of Services by the Company. This section must be read in conjunction with Section C.

Section C applies to both the Supply of Goods and Services by the Company and must be read in conjunction with either Section A or B, whichever is applicable.

APPLICATION OF TERMS

- a) Subject to any variation under Section C, Condition 10, the Contract shall be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document).
- b) No terms or conditions endorsed on, delivered with or contained in the Customer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.
- c) These Conditions apply to the Supply of any and all Services by the Company and any variation to these Conditions and any representations about any Services shall have no effect unless expressly agreed in writing and signed by an authorised signatory of the Company. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this Condition shall exclude or limit the Company's liability for fraudulent misrepresentation.
- d) Each order or acceptance of a quotation for Goods and/or Services by the Customer from the Company shall be deemed to be an offer by the Customer to purchase Goods and/or Services subject to these Conditions.
- e) No order placed by the Customer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company.
- f) Without prejudice to the provisions of Condition e), if the Customer wishes to change any order, (which, for the avoidance of doubt shall include, but shall not be limited to, any amendment, addition or substitution with respect to any Input Material and/or any specification), any such change is subject to acceptance by the Company and the Customer must pay any additional charges associated with fulfilling the changed order.
- g) The Customer shall ensure that the terms of its order and any Input Material and/or any applicable specification are complete, accurate and fully comprehensible and are submitted to the Company within a sufficient time period such as will enable the Company to fulfil the Company's obligations under the Contract.

h) Any quotation is given on the basis that no Contract shall come into existence until the Company dispatches a written acknowledgment of order to the Company. Any quotation is valid for a period of 30 days only from its date, provided that the Company has not previously withdrawn it.

DEFINITIONS

For the avoidance of doubt, these definitions apply to Sections A, B and C.

Artwork means any image or design provided in any form to the Company by the Customer for use by the Company in the performance of any Services.

Company means Design Reality Limited

Conditions means these Terms and Conditions of Supply

Confidential Information means any information disclosed by one (the disclosing party) to another (the receiving party) if the disclosing party has notified the receiving party that the information is confidential, or the information could reasonably be supposed to be confidential

Contract means any contract between the Company and the Customer for the Supply of Goods and/or Services, and shall incorporate these Conditions

Customer means the person, firm or company who purchases the Goods or Services from the Company.

Data Protection Legislation Data Protection Act 1998 and General Data Protection Regulation 2018

Data Controller has the meaning set out in the Data Protection Act 1998 and the General Data Protection Regulation 2018. Further clarification on what a Data Controller is and the role of the Data Controller can be found on the Information Commissioner's Office website: www.ico.org.uk

Data Processor has the meaning set out in the Data Protection Act 1998 and the General Data Protection Regulation 2018. Further clarification on what a Data Processor is and the role of the Data Processor can be found on the Information Commissioner's Office website: www.ico.org.uk

Document means any document in writing, and any map, plan, graph, drawing or photograph and any film, negative tape or other device or document embodying visual images and any disc, tape or other device or document embodying any other data.

Free Issue Materials means any goods provided to the Company by the Customer without charge, which are for use by the Company in the performance of any Services.

Goods means the goods, articles and materials which are to be supplied by the Company as stated in a relevant purchase order and shall include accessories and services specified

Input Material means any Documents or other materials, and any data or other information provided to the Company by the Customer relating to the Services, including, without limitation, any Artwork and/or Free Issue Materials

Intellectual Property Rights means any design rights, utility models, patents, inventions, logos, business names, trademarks, domain names, copyright, moral rights, rights in databases, source codes, reports, drawings, specifications, know how, trade secrets, rights in software, rights in the

nature of unfair competition and the right to sue for passing off and any other equivalent or similar rights to any of the foregoing in any jurisdiction, whether registered or unregistered

Output Material means any Documents or other materials including, without limitation, any goods produced, developed, used and/or provided in connection with the Services and any data or other information provided by the Company to the Customer relating to the Services.

Personal Data means any data which relates to a living individual who may be identified from such data. Further clarification on what constitutes Personal Data can be found in the General Data Protection Regulation 2018 and on the Information Commissioner's Office website: www.ico.org.uk

Retail Prices Index a measure of inflation which measures the change in the cost of a representative sample of retail goods and services

Services means any services agreed in the Contract to be performed by the Company for the Customer as stated in a relevant purchase order, including, without limitation, any goods produced, developed, used and/or provided in connection with such services

Supply means the provision of any Goods and/or Services by the Company to the Customer. For the avoidance of doubt, any Goods and/or Services so provided, (or to be so provided, as applicable), are **Supplied**

SECTION A – THE SUPPLY OF GOODS BY THE COMPANY

1. DELIVERY/DELAY/ACCEPTANCE OF GOODS

The place of delivery shall be 'ex works' the Company's place of business unless otherwise quoted. Risk in the Goods passes to the Customer on delivery. Delivery dates are given in good faith but are not guaranteed. Time is not of the essence and the Company shall be under no liability for any loss or damage arising directly or indirectly out of late delivery. Subject to Inc warranties hereinafter contained, the Customer shall be deemed to have accepted the Goods as being in conformity with the Contract and shall be bound to pay for them unless written notice of defect or shortage is given within 3 days of delivery.

2. CARRIAGE

The Customer shall be responsible for the Goods and any risk loss or damage thereto and insurance thereof from the commencement of dispatch or shipment (which shall be ex works the Company's premises unless agreed otherwise in writing). The Customer shall insure the Goods to their full value against loss or damage and maintain such insurance until the Company has been paid. Where a quotation includes carriage prior to delivery, the Company will repair or replace free of charge Goods damaged in transit provided the carrier or the Company receive written notification of such damage within three days of delivery. But not otherwise and provided nothing has been done or left undone by the Customer which might invalidate any claim against the carrier.

3. STORAGE

If the Customer does not make appropriate arrangements to accept delivery within seven days after the date of notification that the Goods are ready for dispatch, then the Customer must arrange and pay for storage and in default the company may arrange storage at Customers expense without prejudice of the terms of payment. If the company's storage facilities permit, it will store the Goods at a charge of one pound per square foot per week until the Goods are dispatched, and which shall be paid for as if they have been dispatched.

4. TAXES

The amount of any and all taxes or other governmental charges upon the production shipment or sale of the Goods shall be added to the price and paid by the Customer.

5. WARRANTIES

- a) The Company will free of charge make good by repair, or at its option by the supply of a replacement. defects which upon delivery or under conditions of proper use appear in the Goods manufactured by it and which arise solely from faulty materials or workmanship of the Company provided that the Goods are returned carriage paid to the Company's place of business within 3 months after the date of delivery by the Company. If inspection by the Company does not disclose a defect within the terms of the warranty the Company's regular charges will be payable. No claim will be accepted for expenditure In altering or repairing any Goods nor for any consequent loss or damage, without prior written approval of the Company.
- b) The Company's liability under this Condition is in lieu of any warranty or conditions implied by law as to the quality or fitness or suitability for any particular purpose or merchantable quality or condition of the Goods and except as provided in this Condition the Company shall not be

under any liability whether In contract tort or otherwise in respect of defects in the Goods or packaging thereof or for any injury damage or loss resulting from such defects or from any work done in connection therewith.

- c) The Customer shall be responsible for ascertaining if the Goods are suitable for the purpose required.
- d) Without prejudice to the generality of the foregoing the Company shall not be liable for:
- e) Any economic or consequential loss or damage or loss of profit or production suffered by the Customer or third parties.
- f) Any damages in excess of the total price of the Contract.
- g) Any loss or damage against which it is customary in the trade for the Customer to insure against.
- h) In the event of the Company supplying Goods not manufactured by it such goods, equipment or products will only carry such warranty as is provided by the manufacturer and no further liability therefore shall apply to the Company.
- i) Nothing in the above Conditions is intended to reduce or limit the minimum strict liability in respect of the Goods imposed by statute on the Company arising out of death or injury to persons or otherwise and accordingly the above Conditions shall be applied and interpreted subject to this provision.

6. PROPERTY IN GOODS

- a) The property in the Goods shall remain in the Company until such time as the Company has been paid in full for the Goods (in accordance with Section C, Condition 3) and until all other outstanding accounts due from the Customer to the Company have been paid in full.
- b) Whilst the Goods are being stored awaiting sale or further processing or where they have been processed but remain identifiable and capable of severance the Customer shall label or distinguish them or shall maintain records in such manner as the Goods can be identified as having been supplied by the Company.
- c) If the Customer shall default in making due payments or (i) if an administrative receiver or administrator is appointed over any of the assets or undertaking of the Customer or (ii) if a liquidator is appointed or (iii) if a winding-up order is made against the Customer or (iv) if the Customer goes into voluntary liquidation or calls a meeting of or makes an arrangement or composition with creditors or (v) upon the commencement of any act or proceedings in which the Customers insolvency or (vi) if distress or execution is threatened or levied on the Goods (all in accordance with Section C, Condition 6), the Company shall be entitled without prior notice to enter upon any premises of the Customer (or of a third party holding the Goods on its behalf) to repossess and remove or at the Company's election to label mark or list the Goods.

7. INDEMNITY

- a) The Customer will indemnify the Company against all claims, costs and expenses resulting from any infringement of any patents, registered trade marks or trade names or infringement is due to designs or specifications stipulated by the Customer.
- b) The Company reserves the right to cease work on any order being carried out if it should have reason to believe that the Goods are subject to an infringement claim, in which case the

property in the work done shall not pass to the Customer (except at the Company's discretion) and the Company shall be entitled to be paid for work done and materials supplied.

8. DESIGNS AND DRAWINGS

Where designs are prepared by the Company for the Customer, acceptance of the Contract by the Company is conditional upon such designs having been previously approved in writing by the Customer and where the Goods are manufactured to designs submitted by the Customer. The Company undertakes to provide them in strict conformity with such designs but accepts no responsibility in either case for functions or purpose of the Goods. Designs, drawings, photographic images and other media prepared by the Company remain the property of the Company, unless such variation is specifically agreed in writing by the Company prior to confirmation of the Customers order. The Company reserves the right to use such media for marketing and other purposes.

9. TESTING

If the Customer requires to test or to inspect the Goods before delivery the Company reserves the right to stipulate the venue and all expenses shall be paid by the Customer. If after seven days' notice that the Company is to proceed with the tests there is delay on the part of the Customer or its representatives in attending such tests, payment shall be deemed to be due as if the tests have been completed and dispatch has been made.

10. LIEN

Without prejudice to any other rights and remedies which the Company may have under the Contract, the Company shall in respect of all debts of the Customer to the Company have a general lien on all goods and property belonging to the Customer in the Company's possession (whether worked on Or not) and shall be entitled upon the expiration of fourteen days' notice to the Customer, to dispose of such goods or property as it thinks fit and to apply any proceeds of sale thereof towards the payment of such debts.

11. BREACH OF CONTRACT

In the event of the Customer for any reason whatsoever failing either to effect any payment which may be due (in accordance with Section C, Condition 3) or remedy any other breach of contract after receiving notice from the Company requesting such breach to be remedied (in accordance with Section C, Condition 6a)), then the Company may without prejudice to any other rights be entitled forthwith to suspend performance of or terminate the Contract and the Customer shall be responsible for the payment of all work done and services rendered to the date of termination regardless of whether the Customer has received benefit. The Customer shall pay to the Company at the Contract rate lot all work done materials used and goods delivered up to and including the date of termination and shall in addition indemnify the Company against any resulting loss, damage or expense incurred by the Company in connection with the supply or non-performance of the Contract including the cost of any material, plant or tools used or intended to be used therefor and the cost of labour and other overheads including a percentage in respect of profit.

SECTION B - THE SUPPLY OF SERVICES BY THE COMPANY

1. DESCRIPTION

- a) The description of any Services shall be as set out in the Company's quotation or acknowledgement of order.
- b) All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's website, catalogues or brochures 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 and this is not a sale by sample.
- c) Any and all Artwork shall be submitted in such format or formats and shall meet such standards as may be prescribed by the Company from time to time, at the Company's absolute discretion. Details of any formats and standards prescribed by the Company for the submission of Artwork may be obtained by contacting Ms. Caroline Baker of the Company.
- d) The Customer shall be responsible for delivering any and all Free Issue Materials to the Company's premises, unless otherwise agreed in advance with the Company and the Customer shall, unless otherwise so agreed, also pay any and all costs associated therewith.
- e) All Free Issue Materials shall be handled by the Company at the Customer's own risk and may be disposed of by the Company at the Customer's cost, (if any) unless otherwise agreed with the Company in advance.
- f) If any Services are to be performed by the Company in accordance with any Input Material and/or any specification submitted by the Customer, the Customer shall hold the Company harmless and shall fully indemnify the Company against any and all liabilities, loss, damage, costs and expenses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) awarded against or incurred by the Company in connection with, or paid or agreed to be paid by, the Company, in settlement of any claim for infringement of any patent, copyright, design, trade mark or any other intellectual property right of any other person resulting from the Company's use of any Input Material and/or any specification so submitted.

2. COMMENCEMENT AND DURATION

- a) The Services supplied under the Contract shall be provided by the Company to the Customer from the date of acceptance by the Company of the Customer's offer, unless otherwise specified by the Company.
- b) Subject to Section C, Condition 6, and unless the Company specifies that the Services shall not be provided on a repetitive basis, the Services shall be provided for such fixed period as the Company shall determine in advance and shall continue to be supplied unless the Contract is terminated by one of the parties giving to the other such period of notice as the Company shall determine in advance.

3. CUSTOMER'S OBLIGATIONS

- a) The Customer shall:

- a. promptly provide the Company with such Input Material and other information as the Company may require;
 - b. obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services and the use of any Input Material, in all cases before the date on which the Services are to start;
 - c. keep and maintain any Output Material in good condition, and shall not dispose of or use the Output Material other than in accordance with the Company's written instructions or authorisation; and
 - d. in all cases where the Customer's use of any rights in any Output Material is subject to the provisions of Section C, Condition 4, strictly adhere to the terms of any licence or sub-licence granted to the Customer by the Company.
- b) If the Company's performance of its obligations under the Contract is prevented, delayed or suspended by any act or omission of the Customer, its agents, subcontractors, consultants or employees, the Company shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.
- c) The Customer shall be liable to pay to the Company, on demand, all reasonable costs, charges or losses sustained or incurred by the Company (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract, subject to the Company confirming such costs, charges and losses to the Customer in writing.
- d) The Customer shall hold the Company harmless and keep the Company indemnified in full against all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by the Company as a result of or in connection with any claim made against the Company in respect of any liability, loss, damage, injury, cost or expense sustained by any third party to the extent that such liability, loss, damage, injury, cost or expense arises directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract, subject to the Company confirming such costs, charges and losses to the Customer in writing.
- e) The Customer shall not, without the prior written consent of the Company, at any time from the date of the Contract to the expiry of 12 months after the last date of supply of the Services or termination of the Contract, as applicable, solicit or entice away from the Company or employ (or attempt to employ) or otherwise engage or attempt to engage the services of any person who is, or has been, engaged as an employee, consultant or subcontractor of the Company in the provision of the Services.
- f) Any consent given by the Company in accordance with this Contract shall be subject to the Customer paying to the Company a sum equivalent to 15 % of the then current annual remuneration of the Company's employee, consultant or subcontractor.

4. COMPANY'S PROPERTY

Any and all Output Material, including but not limited to any materials, goods, drawings, templates, specifications and data supplied by the Company to the Customer shall be held by the Customer in safe custody at the Customer's premises and at its own risk and maintained and kept in good condition by the Customer until returned to the Company, and shall not be disposed of or used other than in accordance with the Company's written instructions or authorisation

SECTION C

1. OBLIGATIONS

- a) The Customer shall co-operate with the Company in all matters relating to the Goods and/or Services.
- b) The Customer shall obtain and maintain a suitable policy of insurance to cover all risks and liabilities under this Contract and shall produce such policy of insurance for inspection by the Company upon request.
- c) The Company shall use its reasonable endeavours to provide the Goods and/or Services to the Customer.
- d) The Company shall use its reasonable endeavours to meet any delivery and/or performance dates specified by the Customer, but any such dates shall be estimates only and time shall not be of the essence for Supply of the Goods and/or Services. For the avoidance of doubt, the Company's performance under this Condition 1d) is subject always to the Customer not being in breach of this Contract.

2. CONFIDENTIALITY

- a) The Customer undertakes that it shall not at any time during this Contract, and for a period of five years after termination of this Contract, disclose to any person any Confidential Information concerning the business, affairs, customers, clients, suppliers, technical or commercial know-how, specifications, inventions, processes or initiatives of the Company, except as permitted by Condition 2b).
- b) The Customer may disclose such information:
 - a. to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out the Customer's obligations under the Contract; and
 - b. as may be required by law, court order or any governmental or regulatory authority.
- c) The Customer shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such information comply with this Condition 2.
- d) The Customer shall not use any such information for any purpose other than to perform its obligations under the Contract.

3. PRICE AND PAYMENT

- a) Unless otherwise agreed by the Company in writing, the price for the Services shall be the price set out in the Company's written acknowledgment.
- b) The price for the Services shall be exclusive of any value added tax.
- c) The Customer shall pay to the Company any additional sums which, in the Company's sole discretion, are required as a result of the Customer's instructions or lack of instructions, the inaccuracy of any Input Material or any other cause attributable to the Customer. The Company reserves the right to increase the price of the Services due to any change in the Services requested by the Customer, or any delay caused by any instructions of the Customer or any failure of the Customer to give the Company adequate information or instructions.
- d) The price for the Services shall be paid by the Customer to the Company, as follows:

- a. If the Company has agreed monthly credit terms with the Customer, the Company's invoices must be paid by the last day of the month following the date of the invoice; or
 - b. If no credit terms have been agreed, then full payment must be made when the Customer's order is placed.
- e) Time for payment shall be of the essence.
- f) No payment shall be deemed to have been received until the Company has received cleared funds. In the event that the Customer tenders payment by cheque and said cheque is returned unpaid to the Company, the Customer shall reimburse the Company for any bank charges incurred by the Company.
- g) All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.
- h) The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer.
- i) If the Customer fails to pay the Company any sum due pursuant to the Contract, the Customer shall be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 4 % above the base lending rate from time to time of the Bank of England, accruing on a daily basis until payment is made, whether before or after any judgment. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998. The Customer shall reimburse the Company for any and all costs incurred by the Company in recovering payment pursuant to this Condition 3.
- j) Without prejudice to Condition 3i) any failure by the Customer to pay the Company any sum by the due date for payment and/or the occurrence of any one or more of the events set forth in Condition 6 shall entitle the Company, at any time and without notice to the Customer and without limitation to any other remedy available to the Company under these Conditions, the Contract, or otherwise:
 - a. To suspend or cancel the performance of any Services;
 - b. To withdraw or reduce any agreed monthly credit limit; and
 - c. To treat the Contract as having been repudiated by the Customer.
- k) The Customer may not cancel any order for Services for which a written acknowledgment of order has been issued by the Company and if the Customer cancels, or purports to cancel any such order (or the Contract or any part thereof), then the Company may, by notice in writing to the Customer, elect to treat the Contract as repudiated.
- l) For the avoidance of doubt, and notwithstanding the exercise of any remedy by the Company in accordance with Condition 3j) or 3k), or under any other of these Conditions, the Contract, or otherwise, the Customer shall remain liable to pay and shall pay the Company at the Contract rate, any and all payments subsisting at the relevant time.
- m) The Company may increase the price of the Services on an annual basis with effect from each anniversary of the date of this Contract in line with the percentage increase in the Retail Prices Index in the preceding 12-month period, and the first such increase shall take effect on the first anniversary of the date of this Contract and shall be based on the latest available figure for the percentage increase in the Retail Prices Index.

1. INTELLECTUAL PROPERTY RIGHTS

- a) As between the Customer and the Company but subject to Condition 4 b), all Intellectual Property Rights and all other rights in the Goods, Output Material, Document (where applicable) and the Services shall be owned, and remain at all times owned, by the Company. Subject to Condition 4 b), the Company licenses such rights to the Customer on a non-exclusive, worldwide basis to such extent, and no wider, as is necessary to enable the Customer to make personal (i.e. not to provide any third party services or goods similar to the Services or Goods) use of the Services and/or Goods as received, solely for the purpose intended and as notified by the Company prior to supply of the same. If the Company terminates the Contract under Condition 6 a) or the Contract terminates, as applicable, this licence shall automatically terminate. For the avoidance of doubt, the grant of any such licence shall be subject to payment in full of the Goods and/or Services in accordance with Condition 3.
- b) The Customer acknowledges that, where the Company does not own the relevant Output Material, the Customer's use of rights in such Output Material pursuant to this Condition 4 b) is conditional on the Company obtaining a written licence (or sub-licence) from, or otherwise obtaining the consent of, the relevant licensor or licensors (at the Customer's cost, if any) on such terms as will entitle the Company to license such rights to the Customer.
- c) The Customer agrees not to sub-license, deal with, charge, assign or otherwise transfer the rights granted under Condition 4 a) without the prior written consent of the Company.

2. DATA PROTECTION AND DATA PROCESSING

- a) The Company and the Customer acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Data Controller and the Company is the Data Processor in respect of any Personal Data.
- b) The Customer acknowledges that any Personal Data contained in any of the Input Material may be processed by and on behalf of the Company in connection with the Services, whether or not the Personal Data relates to the Customer (which, for the purposes of this Condition 5, includes any employee, servant or agent of the Customer) or to another third party data subject. The Customer hereby expressly consents to any processing of the Customer's Personal Data by the Company and undertakes to procure the consent of any other relevant third party data subject to any processing of their Personal Data, and shall provide such proof of said third party data subject's consent to such processing as may be requested by the Company.
- c) The Customer acknowledges that the Company is reliant on the Customer for direction as to the extent to which the Customer is entitled to use and process the Personal Data.
- d) The Company may process Personal Data in the following circumstances:
 - a. the Company may, on occasions, obtain the personal email addresses of Customer staff or agents of the Customer, and email those staff or agents in relation to various business matters (mainly in relation to the Customer bidding), thereby bypassing the

corporate network. For the avoidance of doubt, this is likely to occur outside of normal business hours; and

- b. if the Customer is an individual rather than an organisation, the Company will process all Personal Data belonging to the Customer in accordance with Data Protection Legislation.

3. TERMINATION

- a) Without prejudice to any other rights or remedies which it may have, the Company may terminate the Contract without liability to the Customer immediately on giving notice to the Customer if:
 - b) the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment; or
 - c) the Customer commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
 - d) the Customer repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract; or
 - e) the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; or
 - f) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or
 - g) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of the Customer; or
 - h) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer; or
 - i) a floating charge holder over the assets of the Customer has become entitled to appoint or has appointed an administrative receiver; or
 - j) a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer; or
 - k) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or

- l) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in this Condition 6a); or
- m) the Customer suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- n) On termination of the Contract for any reason:
 - a. the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of the Goods and/or Services supplied but for which no invoice has been submitted, the Company may submit an invoice, which shall be payable immediately on receipt;
 - b. the Customer shall promptly return to the Company all equipment, materials and property belonging to the Company that the Company had supplied to the Customer in connection with the Supply of Goods and/or Services under this Contract, including, but not limited to the Company's Output Material (where applicable). If the Customer fails to do so, then the Company may enter the Customer's premises and take possession of such equipment, materials and property. Until the equipment, materials and property has been returned or repossessed, the Customer shall be solely responsible for its safe keeping;
 - c. the Customer shall promptly return to the Company all documents and materials (and any copies) containing the Customer's Confidential Information;
 - d. the Customer shall promptly erase all of the Company's Confidential Information from its computer systems (to the extent possible); and
 - e. the Customer shall on request, certify in writing to the Company that it has complied with the requirements in this Condition 6b).
- o) On termination of the Contract (however arising), the following Conditions shall survive and continue in full force and effect:
 - a. Condition 2;
 - b. Condition 4;
 - c. Condition 6;
 - d. Condition 7;
 - e. Condition 17.
- p) Termination or expiry of this Contract shall not affect any rights or remedies of the Company 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.

4. LIMITATION OF LIABILITY - THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION

- a) This Condition 7 sets out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Customer in respect of:
 - a. any breach of the Contract
 - b. any use made by the Customer of the Services, the Output Material, or any part of them or it; and

- c. any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
- b) All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- c) Nothing in this Contract limits or excludes the liability of the parties:
 - a. for death or personal injury resulting from negligence; or
 - b. fraud or fraudulent misrepresentation; or
 - c. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
- d) Subject to Condition 7b) and Condition 7c), the Company shall not be liable for:
 - a. loss of profits;
 - b. loss of business;
 - c. depletion of goodwill and/or similar losses;
 - d. loss of anticipated savings;
 - e. loss of goods;
 - f. loss of contract;
 - g. loss of use;
 - h. loss of corruption of data or information;
 - i. any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- e) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to the lesser of (a) 1.5 (one and a half) times the monies paid by the Customer (in relation to the Services) in the 12 months immediately preceding the date of the event giving rise to the claim or (b) the sum of £50,000.
- f) The Customer's liability shall be unlimited.

5. ASSIGNMENT

- a) The Customer shall not, without the prior written consent of the Company, assign, transfer, charge, mortgage, subcontract or deal in any manner with all or any of its rights or obligations under the Contract.
- b) The Company may at any time assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- c) Each party that has rights under the Contract is acting on its own behalf and not for the benefit of another person.

6. FORCE MAJEURE

- a) The Company shall have no liability to the Customer under the Contract if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order,

rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of any suppliers or subcontractors.

7. VARIATION

- a) The Company may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services. If the Company requests a change to the scope of the Services for any other reason, the Customer shall not unreasonably withhold or delay consent to it.
- b) Subject to Condition 10a), no variation of the Contract or these Conditions shall be valid unless it is in writing and signed by or on behalf of each of the parties.

8. WAIVER

- a) A waiver of any right under the Contract is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.
- b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

9. SEVERANCE

- a) If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- b) If a provision of the Contract (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

10. ENTIRE AGREEMENT

- a) The Contract constitutes the whole agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral, relating to its subject matter.
- b) Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract).
- c) Nothing in this Condition shall limit or exclude any liability for fraud.

11. NO PARTNERSHIP OR AGENCY

Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

12. RIGHTS OF THIRD PARTIES

A person who is not a party to the Contract shall not have any rights under or in connection with it.

13. COMMUNICATIONS

- a) All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax or sent electronically via email.
 - a. (in case of communications to the Company) to its registered office or such changed address as shall be notified to the Customer by the Company; or
 - b. (in the case of the communications to the Customer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Customer set out in any document which forms part of the Contract or such other address as shall be notified to the Company by the Customer.
- b) Communications shall be deemed to have been received:
 - a. if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or
 - b. if delivered by hand, on the day of delivery; or
 - c. if sent by fax on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day; or
 - d. if sent by email, within twenty four hours of sending.
- c) Communications addressed to the Company shall be marked for the attention of Ms. Caroline Baker.

14. COUNTERPARTS

Any contract made on the basis of these Conditions may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one contract.

15. GOVERNING LAW & JURISDICTION

Any contract made on the basis of these Conditions and all matters arising therefrom shall be construed and take effect according to the English Law and any actions shall be tried in English Courts, or (if the parties agree) any dispute or difference or any kind whatsoever which arises or occurs between the parties in relation to anything or matter arising under out of or in connection with this agreement shall be referred to arbitration under the Arbitration Rules of Inc Chartered Institute of Arbitrators