

1 Definitions

1.1 In this Contract, the following expressions have the following meanings:

Applicable Laws: all applicable laws, statutes, regulations and codes from time to time in force.

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

Conditions: these terms and conditions as amended from time to time in accordance with clause 19.8.

Contract: the contract between the Customer and the Supplier for the supply of Goods and/or Services in accordance with these Conditions

Customer: Perrys Group Limited (and all subsidiaries) of Suite 1, 500 Pavilion Drive, Northampton Business Park, Brackmills, Northampton, NN4 7YJ

Commencement Date: has the meaning given in clause 2.2.

Confidential Information: Includes but is not limited to any information: (i) that is designated as "confidential"; (ii) which by its nature should reasonably be considered to be confidential; (iii) relating to the Customer's business affairs, finances, products or the Services in which the Supplier is engaged; or (iv) which may be disclosed to the Supplier during the term of the Contract, including in each case all copies (whether authorised or not) of such information and irrespective of what form the information takes or the medium on which it is stored, recorded or conveyed;

Customer Data: any Data received from or on behalf of the Customer, or otherwise obtained in connection with the performance of the Supplier's obligations;

Data: any and all data and information including personal data (in any format, including in electronic format) and any derivations thereof;

Data Controller and Data Processor: have the meanings given to them in Data Protection Legislation

Data Protection Legislation: the UK Data Protection Legislation, the General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR"), the Privacy and Electronic Communications (EC Directive) Regulations 2003, or similar legislation as implemented under English law, in each case in force in England from time to time and all other applicable laws and regulations, relevant industry codes of practice and guidance issued by the Information Commissioner, supervisory authority or other bodies including the Article 29 working party or its successor in relation to the processing of personal data;

Data Subject: shall have the meaning ascribed to it in the Data Protection Legislation

Data Subject Requests: a request made by a Data Subject to exercise any rights of Data Subjects under Data Protection Legislation;

Deliverables: any item provided by the Supplier including without limitation any Materials.

Disclosing Party: the party who makes available or releases Confidential Information (including where the party authorises or instructs a third party to make available or release such Confidential Information on their behalf).

Existing Materials: materials which are or have been developed independently of this Contract and which are

expressly identified as such by the Supplier in writing to the Company prior to the Commencement Date;

Goods: the goods (or any part of them) set out in the Order which are agreed to be purchased by the Customer from the Supplier (including any part or parts of them).

Group Company: shall include, in relation to the Company, any holding company and its holding company's holding company, its subsidiary companies, any subsidiary companies of its holding company; and any subsidiary companies of its holding company's holding company from time to time (with "holding company" and "subsidiary" having the meanings given to them in section 1159 of the Companies Act 2006).

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

Mandatory Policies: the Customer's business policies notified to the Supplier from time to time including, but not limited to Modern Slavery Policy, Health and Safety Policy and Security Policy.

Materials: any and all works of authorship and materials developed, written or prepared by the Supplier, its employees, agents or sub-contractors and connected to or arising out of this Contract (whether individually, collectively or jointly with the Company and on whatever media) including, without limitation, any and all reports, studies, data, diagrams, charts, specifications, pre-contractual and contractual documents and all drafts thereof and working papers relating thereto, but excluding the Existing Materials and ordinary correspondence passing between the Supplier and the Customer.

Modern Slavery Policy: the Customer's modern slavery policy, as amended by notification to the Supplier from time to time.

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 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.

Order: the Customer's order for the supply of Goods and/or Services, as set out either in an Order Form or email.

Order Form: A document setting out the Customer's written instructions for the Supplier to provide Goods and/or Services incorporating these Conditions.

Personal Data Breach: any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Customer Data;

Price: The price payable by the Customer for the Goods and/or Services as set out in the applicable Order Form or as otherwise agreed in writing between the parties.

Processing: has the meaning given to it in the Data Protection Legislation (and the term 'Process' shall be construed accordingly);

Receiving Party: the party to whom the Confidential Information is made available.

Services: the services set out in the Order Form and/or (where relevant) any associated Goods or Deliverable(s), to be provided by the Supplier under these Conditions.

Services Specification: the description or specification for Services agreed in writing by the Customer and the Supplier;

Subsequent Supplier: any third party that may be appointed by the Customer to provide services or goods which are similar to any of the services or the supply of the goods in succession to the Supplier;

Supplier: as set out in the Order Form;

Supplier Personnel: those consultants, employees and sub-contractors of the Supplier engaged from time to time in providing the Services and any employees or consultants of any such sub-contractors who are so engaged;

TUPE Regulations: the Transfer of Undertakings (Protection of Employment) Regulations 2006;

UK Data Protection Legislation: any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 or any successor legislation

1.2 Interpretation

- 1.2.1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.2.2 A reference to a party includes its personal representatives, successors and permitted assigns.
- 1.2.3 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.
- 1.2.4 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.
- 1.2.5 A reference to **writing** or **written** includes fax and email.

2 Basis of contract

- 2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services from the Supplier in accordance with these Conditions.
- 2.2 The Order shall be deemed to be accepted on the earlier of:
 - 2.2.1 the Supplier issuing written acceptance of the Order; or
 - 2.2.2 any act by the Supplier consistent with fulfilling the Order.

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

- 2.3 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.
- 2.4 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 Services

- 3.1 The Supplier shall from the Commencement Date and for the duration of the Contract supply the Services to the Customer in accordance with these Conditions.
- 3.2 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.

3.3 In providing the Services, the Supplier shall:

- 3.3.1 co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
- 3.3.2 perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- 3.3.3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient numbers to ensure that the Supplier's obligations are fulfilled in accordance with the Order and these Conditions;
- 3.3.4 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;
- 3.3.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- 3.3.6 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;
- 3.3.7 obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
- 3.3.8 comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply to the provision of the Services, and with the Mandatory Policies;
- 3.3.9 observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises;
- 3.3.10 ensure that the Services are provided in accordance with any quality control or other particular requirements set out in the Order or otherwise agreed in writing between the parties and (where relevant) shall observe the acceptance procedures set out in the Order or otherwise agreed in writing between the parties;
- 3.3.11 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;
- 3.3.12 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;

4. Supply of Goods

4.1 The Supplier shall ensure that the Goods shall:

- 4.1.1 be without fault and correspond with their description and any applicable Goods Specification;
- 4.1.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, (as amended) 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;
- 4.1.3 comply with all Applicable Laws;

- 4.1.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods;
- 4.1.5 where they are manufactured products, be free from defects in design, materials and workmanship and remain so for 12 months after delivery;
- 4.1.6 be in accordance with any quality control or other requirements set out in the Order or otherwise agreed in writing between the parties;
- 4.1.7 be delivered in a timely manner and within the timescales set out in the Order or as reasonably requested by the Customer.
- 4.2 The Customer may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under these Conditions.
- 4.3 If following such inspection or testing the Customer considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings at clause 5.1, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 4.4 The Customer may conduct further inspections and tests after the Supplier has carried out its remedial actions.
- 5. Delivery of Goods**
- 5.1 Time for delivery of the Goods shall be of the essence of the Order.
- 5.2 The Supplier shall ensure that:
- 5.2.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition at no extra cost to the Customer;
- 5.2.2 each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- 5.2.3 it states clearly on the delivery note any requirement for the Customer to return any packaging material for the Goods to the Supplier. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.
- 5.3 The Supplier shall deliver the Goods:
- 5.3.1 on the date specified in the Order or, such other date as may be notified by the Customer from time to time;
- 5.3.2 to the Customer's premises as is set out in the Order or as instructed by the Customer before delivery (**Delivery Location**); and
- 5.3.3 during the Customer's normal hours of business or as instructed by the Customer.
- 5.4 Delivery of the Goods shall be completed on the completion of unloading the Goods at the Delivery Location. The Supplier shall off-load the goods as directed by the Customer.
- 5.5 If the Goods are not delivered on the due date in strict compliance with the specification and volume set out in the Order then, without prejudice to any other rights which it may have, the Customer reserves the right to:
- 5.5.1 cancel the order in whole or in part;
- 5.5.2 refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- 5.5.3 recover from the Supplier any expenditure reasonably incurred by the Customer in obtaining the Goods in substitution from another Supplier; and
- 5.5.4 claim damages for any additional costs, loss or expenses incurred by the Customer which are in any way attributable to the Suppliers failure to deliver the Goods on the due date,
In each case without incurring any liability to the Supplier for doing so, howsoever arising.
- 5.6 Where the Customer agrees in writing to accept delivery in instalments the Order shall be construed as a single contract in respect of each instalment. Nevertheless, failure by the Supplier to deliver any one instalment shall entitle the Customer at its option to treat the whole Order as repudiated.
- 5.7 Title and risk in the Goods shall pass to the Customer on completion of delivery.
- 5.8 If the Goods are delivered to the Customer in excess of the quantities ordered the Customer shall not be bound to pay for the excess and any excess will be and will remain at the Suppliers risk until collected by the Supplier at its expense.
- 5.9 The Customer may reject any Goods delivered which are not in accordance with the Order and shall not be deemed to have accepted any Goods until the Customer has had reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.
- 5.10 The Supplier shall keep the Customer fully informed as to the progress of the Order and shall promptly and properly answer any reasonable requests for information relating to the Order made by the Customer.
- 6. Personnel**
- 6.1 The Supplier shall ensure that the Services are performed by personnel who are under the sole direction of the Supplier and who at all times have the necessary skill, expertise, qualifications and training to provide the Services.
- 6.2 The Supplier shall, at all times ensure that there is an adequate number of Supplier Personnel to provide the Services properly.
- 6.3 The Customer shall have the right to require the Supplier immediately on receipt of written notice to remove any of the Supplier Personnel who, in the opinion of the Customer, have been guilty of misconduct or acted in breach of the Customers policies and procedures or health, safety, security or other legal requirements or any of the terms of these Conditions or who it considers, in its reasonable opinion, to be unsatisfactory for any reason.
- 6.4 The Supplier shall ensure that any Intellectual Property Rights arising out of or relating to work done by all personnel performing the Services will vest in, or cause to vest in, the Customer and that such personnel will have no title, right or interest whether legal or beneficial in any such Intellectual Property Rights.

- 6.5 The Supplier shall only employ or engage Supplier Personnel who have the right to work in the UK. The Supplier shall at all times comply with the Immigration Asylum and Nationality Act 2006 as amended from time to time (and any equivalent or replacement legislation) as well as any regulations regarding the reporting of labour movements, concealed employment and the employment of foreign workers.
- 6.6 The Supplier shall maintain up to date personnel records in relation to the Supplier Personnel and shall, on request, provide reasonable information to the Customer in relation to the Supplier Personnel, including without limitation, any information under Regulation 11 of the TUPE Regulations and in relation to security and clearance issues.
- 6.7 The Supplier shall structure the Services in such a way that it does not have an organised grouping of employees or workers whose principal purpose is the Services.
- 7. Anti-slavery and Human Trafficking laws and policies**
- 7.1 In performing its obligations under the Contract, the Supplier shall:
- 7.1.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015;
- 7.1.2 comply with the Modern Slavery Policy;
- 7.1.3 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and
- 7.1.4 include in its contracts with its subcontractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 7.1.
- 7.2 The Supplier represents and warrants that:
- 7.2.1 neither the Supplier nor any of its officers, employees or other persons associated with it;
- (a) has been convicted of any offence involving slavery and human trafficking; and
- (b) to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 7.3 The Supplier shall implement due diligence procedures for its subcontractors, suppliers and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.
- 7.4 The Supplier shall notify the Customer as soon as it becomes aware of:
- 7.4.1 any breach, or potential breach, of the Modern Slavery Policy; or
- 7.4.2 any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Contract.
- 7.5 The Supplier shall implement a system of training for its employees and subcontractors to ensure compliance with the Modern Slavery Policy.
- 7.6 The Supplier shall keep a record of all training offered and completed by its employees and subcontractors to ensure compliance with the Modern Slavery Policy and shall make a copy of the record available to the Customer on request.
- 7.7 The Supplier shall indemnify defend and hold harmless the Company and its directors, officers and employees in full and on demand from and against all liabilities, claims, fines, demands, damages, losses or expenses (including legal and other professional adviser's fees and disbursements), interest and penalties incurred by them howsoever arising whether wholly or in part resulting from a breach of the Modern Slavery Act 2015.
- 8. Price and Payment**
- 8.1 The Price for the Goods and/or Services shall be as specified in the Order.
- 8.2 The Supplier may not increase the Price or charge any additional costs, charges or expenses of any kind without the prior written consent of the Customer.
- 8.3 The Price is net of Value Added Tax. The Customer shall pay the applicable Value Added Tax on Goods and/or Services on production by the Supplier of a valid VAT invoice.
- 8.4 The Supplier shall invoice in arrears of the supply of the Goods and/or Services
- 8.5 In the case of Goods or Services to be provided in a 'one-off' single supply, the Supplier shall present the invoice in the month following the month in which the Goods and/or the Services were fully delivered.
- 8.6 In the case of an ongoing supply of Goods or Services, the Supplier shall present invoices in respect of the Goods and/or Services provided in the previous month to the Customer or on such other basis as is specified in the Order.
- 8.7 Subject to the Supplier duly performing its obligations under the Contract, the Customer shall pay each invoice which is properly due, correct and complete on or by the end of the month following the month in which the Customer received the notice.
- 8.8 All invoices presented by the Supplier must quote the relevant Order number. Any invoices presented without such number will be rejected and returned to the Supplier for re-issue with the correct. This will cause a delay in payment.
- 8.9 The Supplier is obligated to invoice the Customer for the Services in a timely manner and in accordance with the terms of this clause 8. The Customer shall not be obligated to pay for Services that were performed more than 6 months prior to the date the invoice was issued to the Customer.
- 8.10 The Customer shall not be liable to pay for services or goods outside the scope of the Services or Goods.
- 8.11 Where appropriate and/or when requested by the Customer, each invoice shall specify a detailed breakdown of the time spent by the Supplier Personnel.
- 8.12 Value Added Tax shall be specified separately in each invoice.
- 8.13 The Supplier shall not be entitled to reimbursement of any expenses (including for materials) incurred by the Supplier and/or the Supplier Personnel in the course of providing the Services unless and to the extent expressly agreed otherwise in the Order. Where the Supplier is entitled to reimbursement, it must provide a detailed breakdown of such expenses in the invoice.

- 8.14 Unless otherwise agreed in writing by the parties all payments due under these Conditions shall be made in pounds sterling.
- 8.15 Payments of all or any of the Price by the Customer shall be without prejudice to any claims or rights which the Customer may have against the Supplier and shall not constitute any admission by the Customer as to the performance by the Supplier of its obligations hereunder.
- 8.16 The Customer shall have the right to set off against any sums due to the Supplier the amount of any monies due to the Customer, from the Supplier including but not limited to any future debts.
- 8.17 The Customer has the right at any time to claim back over-payments which have been made to the Supplier under these Conditions. The Supplier shall repay any such over-payments within 5 Business Days of notice of the same from the Customer.
- 9. Confidentiality**
- 9.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 9.2.
- 9.2 Each party may disclose the other party's confidential information:
- 9.2.1 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 these Conditions. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information must comply with this clause 9; and
- 9.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 9.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under these Conditions.
- 10. Data Protection**
- 10.1 The parties agree that, for the Customer Data, the Customer shall be the Data Controller and the Supplier shall be the Data Processor.
- 10.2 The parties agree to comply with all applicable requirements of the Data Protection Legislation.
- 10.3 The Supplier shall, unless required to do otherwise by any applicable law, Process the Customer Data only on and in accordance with the documented instructions from the Customer including as set out in this clause.
- 10.4 The subject-matter and duration of the Processing, the nature and purpose of the Processing, the type of personal data and categories of data subjects shall be as set out in Schedule 1 (which may be updated by the parties in writing from time to time).
- 10.5 The Parties hereby agree that the Customer Data transferred to the Supplier shall not include any personal data about a Data Subject's racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union memberships, or genetic data, biometric data which uniquely identifies an individual, or data concerning health, sex life or sexual orientation, actual or alleged offences, criminal convictions or criminal proceedings.
- 10.6 If any applicable law requires the Supplier to Process Customer Data other than in accordance with the Customer's instructions, it shall notify the Customer of any such requirement before Processing the Customer Data (unless any applicable law prohibits such information on important grounds of public interest).
- 10.7 The Supplier shall ensure that the Supplier Personnel Processing Customer Data have committed themselves to confidentiality, are reliable and have received adequate training on compliance with Data Protection Legislation and the terms of the Conditions.
- 10.8 The Supplier shall assist the Customer in the fulfilment of the Customer's obligations to respond to Data Subject Requests relating to Customer Data.
- 10.9 The Supplier shall at no cost to the Customer:
- 10.9.1 immediately record and then refer all Data Subject Requests it receives to the Customer without delay;
- 10.9.2 provide such information and cooperation and take such action the Customer requests in relation to a Data Subject Request, within the timescales required by the Customer; and
- 10.9.3 not respond to any Data Subject Request or complaint without the Customer's prior written approval.
- 10.10 The Supplier shall, at its cost and expense, provide such information, co-operation and other assistance the Customer requires (considering the nature of the Processing and the information available to the Supplier) to the Customer in ensuring compliance with the Customer's obligations under Data Protection Legislation, including with respect to:
- 10.10.1 security of processing;
- 10.10.2 data protection impact assessments (as such term is defined in Data Protection Legislation);
- 10.10.3 prior consultation with a supervisory authority regarding high risk processing; and
- 10.10.4 any remedial action and/or notifications to be taken in response to any Personal Data Breach.
- 10.11 The Supplier shall implement and maintain, at its cost and expense, appropriate technical and organisational measures in relation to the Processing of Customer Data by the Supplier such that the Processing will meet the requirements of Data Protection Legislation, and ensure the protection of the rights of Data Subjects; so as to ensure a level of security in respect of Customer Data processed by it is appropriate to the risks that are presented by the Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Data transmitted, stored or otherwise processed. The Supplier shall adhere to and maintain an information security accreditation of either Cyber Essentials or ISO27001 or such other security standard that the Customer has notified to the Supplier in writing.
- 10.12 The Supplier shall not disclose any Customer Data to any third party without express written permission from the Customer, unless the disclosure:
- 10.12.1 is permitted by Data Protection Legislation; or
- 10.12.2 is to a subcontractor appointed by the Supplier, with prior written consent from the Customer and where the Supplier has implemented legally binding written terms with that third-party subcontractor that meet the requirements of Data Protection Legislation for engaging another a processor.

- 10.13 If the Supplier appoints a subcontractor in accordance with the terms of these Conditions, the Supplier will remain liable to the Customer for any breach of these Conditions caused by the subcontractor.
- 10.14 The Supplier shall not transfer any Customer Data to any country outside the United Kingdom without the Customer's prior written consent. The Supplier is advised that amongst other things providing access to Data to overseas personnel or backing up or hosting data overseas is considered to be a transfer of the Data.
- 10.15 The Supplier shall maintain complete, accurate and up to date written records of all categories of Processing activities carried out on behalf of the Customer, containing such information as the Customer may reasonably require, including:
- 10.15.1 the categories of Processing carried out on behalf of the Customer;
- 10.15.2 details of any transfers of Customer Data outside of the United Kingdom; and
- 10.15.3 a general description of the technical and organisational security measures implemented by the Supplier.
- 10.16 The Supplier shall make available to the Customer on request in a timely manner (and in any event within three Business Days):
- 10.16.1 copies of the records under this clause; and
- 10.16.2 such other information as the Customer reasonably requires to demonstrate the Supplier's compliance with its obligations under Data Protection Legislation and these Conditions.
- 10.17 At the request of the Customer and upon reasonable notice, the Supplier will submit its data Processing facilities for audit by the Customer (or third-party auditors appointed by the Customer) to assess its compliance with the terms of these Conditions.
- 10.18 In respect of any Personal Data Breach, the Supplier shall:
- 10.18.1 notify the Customer of the Personal Data Breach without undue delay (but in no event later than 12 hours after becoming aware of the Personal Data Breach); and
- 10.18.2 provide the Customer without undue delay (wherever possible, no later than 24 hours after becoming aware of the Personal Data Breach) with such details as the Customer reasonably requires regarding:
- 10.18.3 the nature of the Personal Data Breach, including the categories and approximate numbers of Data Subjects and Customer Data records concerned;
- 10.18.4 any investigations into such Personal Data Breach;
- 10.18.5 the likely consequences of the Personal Data Breach; and
- 10.18.6 any measures taken, or that the Supplier recommends, to address the Personal Data Breach, including to mitigate its possible adverse effects,
- provided that, (without prejudice to the above obligations) if the Supplier cannot provide all these details within such timeframes, it shall (in the same timeframe) provide the Customer with reasons for the delay and when it expects to be able to provide the relevant details (which may be phased) and give the Customer regular updates on these matters.
- 10.19 Notwithstanding any other provision of these Conditions, if the United Kingdom (or any part of it) exits or shall exit the

European Union ("EU") and/or the EEA during the term of these Conditions, the Supplier shall comply with such additional requirements as the Customer deems necessary and/or shall promptly execute and deliver such documents and perform such acts, as required by the Customer, as the Customer deems necessary for the purpose of complying with Data Protection Legislation.

11. Indemnities

- 11.1 The Supplier shall keep the Customer indemnified in full against all direct, indirect or consequential liabilities (including without limitation, loss of profit, loss of business, depletion of goodwill and similar loss), damages, injury, costs and expenses (including legal and other professional fees and expenses awarded against or incurred or paid by the Customer as a result of or in connection with:
- 11.1.1 defective workmanship, quality or materials (including Goods);
- 11.1.2 an infringement or alleged infringement of any intellectual property rights caused by the provision of the Services;
- 11.1.3 any claim made against the Customer in respect of any liability, loss, damage, injury, cost or expense sustained by the Customer's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the provision of Services as a direct consequence of a direct or indirect breach or negligent performance of failure or delay in performance on the terms of the Order by the Supplier;
- 11.1.4 a breach by the Supplier of its obligations under clause 10;
- 11.2 The provisions of this clause 11 shall survive termination of this Contract, however arising.

12. Liability & Insurance

- 12.1 Nothing in these Conditions:
- 12.1.1 shall limit or exclude the Supplier's or the Customer's liability for:
- (i) death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors;
- (ii) fraud or fraudulent misrepresentation; or
- (iii) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) any other liability which cannot be limited or excluded by applicable law.
- 12.1.2 shall limit or exclude the Supplier's liability under clause 11.
- 12.2 Subject to clause 12.1:
- 12.2.1 neither party to this Contract shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with this Contract;
- 12.3 Notwithstanding clause 12.2.1, the losses for which the Supplier assumes responsibility, and which shall (subject to clause 12.2.2) be recoverable by the Customer include:
- 12.3.1 sums paid by the Customer to the Supplier pursuant to this Contract, in respect of any services not provided in accordance with the terms of these Conditions;
- 12.3.2 wasted expenditure;
- 12.3.3 additional costs of procuring and implementing replacements for, or alternatives to, the Services, including consultancy costs, additional costs of management time and other personnel costs and costs of equipment and materials;

- 12.3.4 losses incurred by the Customer arising out of or in connection with any claim, demand, fine, penalty, action, investigation or proceeding by any third party (including any subcontractor, Supplier personnel, regulator or customer of the Customer) against the Customer caused by the act or omission of the Supplier;
- 12.3.5 anticipated savings.
- 12.4 No amount awarded or agreed to be paid under the indemnity in clause 11.1.2 or clause 11.1.4 shall count towards the cap on the Supplier's liability under clause 12.
- 12.5 The rights of the Customer under these Conditions are in addition to, and not exclusive of, any rights or remedies provided by the common law.
- 12.6 During the term of these Conditions and for a period of 12 months thereafter, the Supplier shall maintain in force, with a reputable insurance company (Standard & Poor rating of at least BBB) such insurance policies requested by the Company to include:
- 12.6.1 public liability insurance with a minimum level of cover per event of incident of £5 million;
- 12.6.2 professional indemnity insurance with a minimum level of cover per event of incident of £5 million;
- 12.6.3 business interruption insurance including insurance for cyber risks with a minimum level of cover per event of incident of £5 million;
- 12.6.4 all risks insurance with a minimum level of cover per event of incident of £5 million;
- 12.6.5 employer's liability insurance with a minimum level of cover per event of incident of £5 million.
- 12.7 On the Company's written request, and in any event upon renewal of the insurance the Supplier shall provide the Company with a certificate signed by the Supplier's insurer confirming that the Supplier is insured in accordance with this clause and, should the Company so request, the Supplier shall note the Company as an interested party on such insurance policy.
- 13. Intellectual Property Rights**
- 13.1 Save for the Existing Materials, the Customer shall be entitled to all property and Intellectual Property Rights in the Materials, which property and Intellectual Property Rights the Supplier hereby, as beneficial owner, assigns with full title guarantee (and by way of present assignment of future copyright) absolutely to the fullest extent possible to the Company who shall have the right to use such Materials for any purpose without further payment.
- 13.2 The Supplier shall procure that, where relevant, all moral rights in respect of the Materials are waived by the relevant third parties and at the request and reasonable expense of the Customer, the Supplier shall do and/or shall procure that its consultants, employees, agents, Suppliers and sub-contractors shall do all such things and sign all such documents or instruments necessary in the opinion of the Customer to enable the Customer to obtain, defend and enforce its rights in the Materials.
- 13.3 The Supplier hereby grants to the Customer a perpetual, irrevocable, non-exclusive, worldwide and royalty free licence to use any Existing Materials incorporated in any Materials to such extent as is necessary to enable the Customer to make use of the Materials for any purpose that the Customer chooses including the transfer of such licence to third parties.
- 13.4 The Supplier undertakes to defend the Customer from and against any claim or action that the supply or use of the whole or any part of the services, goods, Existing Materials or Materials infringes the Intellectual Property Rights of any third party (an 'Infringement Claim') and shall fully indemnify and hold harmless the Customer from and against any liabilities, losses, damages, claims, proceedings, costs (including all legal fees) and expenses of whatever nature incurred by or awarded against the Customer as a result of or in connection with any such Infringement Claim.
- 13.5 The Supplier shall not without the prior written consent of the Customer use the Customer's name or logo. Such consent may be withdrawn at any time by the Customer.
- 13.6 The provisions of this clause 13 shall survive the expiry or termination of the Contract.
- 14. Termination**
- 14.1 Either party may terminate the Contract at any time upon 3 months' written notice.
- 14.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 14.2.1 the other party commits a material breach of any term of this 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;
- 14.2.2 the other party 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;
- 14.2.3 the other party 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 or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 **or** (being an individual) 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;
- 14.2.4 the other party 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 any of its creditors;
- 14.2.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company);
- 14.2.6 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 other party (being a company);
- 14.2.7 the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 14.2.8 a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
- 14.2.9 a creditor or encumbrancer of the other party 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

the other party's assets and such attachment or process is not discharged within 14 days;

14.2.10 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.2.3 to clause 14.2.9 (inclusive); and

14.2.11 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

14.3 The Customer may terminate the Contract with immediate effect by giving notice to the Supplier if the Supplier:

14.3.1 suffers a deterioration in its financial position to such an extent that in the reasonable opinion of the Customer the capability of the Supplier to adequately fulfil its obligations under the Contract has been placed in jeopardy;

14.3.2 suffers a change in its control (and for this purpose control has the meaning set out in section 840 Income and Corporation Taxes Act 1988, as in force from time to time).

15 Consequences of termination

15.2 On termination or expiry of the Contract:

15.2.1 the Supplier shall immediately deliver to the Customer all Deliverables whether or not then complete and return all of the 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 delivered or returned, the Supplier shall be solely responsible for the safe keeping of all Deliverables and, Customer Materials in its possession and will not use them for any purpose not connected with the Contract; and

15.2.2 the following clauses shall continue in force: clause 1 (Interpretation), clause 16 (TUPE on exit), clause 13 (Intellectual Property Rights), clause 19 (Confidentiality), clause 10 (Data Protection) clause 12 (liability and insurance), clause 15 (Consequences of termination), clause 17 (Inadequacy of damages), clause 18 and clause 19.

15.3 Termination or expiry 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.

16 TUPE on exit

16.2 The Supplier Personnel shall at all times remain employees or contractors of the Supplier and the Supplier shall perform any and all obligations in respect of the Supplier Personnel. At no point shall the Supplier Personnel become or be deemed to become employees of the Customer. The Customer accepts no liability whatsoever for, and the Supplier hereby agrees to indemnify and hold the Customer and any Subsequent Supplier of the Customer harmless against all liabilities losses claims damages and expenses (including legal expenses and interest) whatsoever and howsoever arising in relation to:

16.2.1 any act, fault or omission by or on behalf of the Supplier or its subcontractors in relation to the Supplier Personnel;

16.2.2 any and all employment costs whatsoever in relation to the Supplier Personnel during the period of this

Contract, including but not limited to: emoluments and outgoings, wages, holiday pay, benefits, bonuses, commission, income tax, national insurance (and any interest and penalties thereon) pension contributions and otherwise;

16.2.3 the employment and/or termination of employment of any and all of the Supplier Personnel during or after the term of this Contract save to the extent that that relates to any act or omission of the Customer;

16.2.4 any Supplier Personnel or any other employee, officer, agent or contractor of the Supplier (or its subcontractors) whose employment transfers, has transferred (or is claimed to transfer) to the Customer or a Subsequent Supplier during, on or after the expiry or termination of this Contract (or any part thereof) by operation of the TUPE Regulations or equivalent regulations or otherwise and/or any other claim made by any person employed or engaged or formerly employed or engaged by the Supplier or any of its subcontractors for which it is alleged that the Customer or any Subsequent Supplier are or may be liable by virtue of the TUPE Regulations; and

16.2.5 any failure by the Supplier or its subcontractors to comply with its or their obligations under regulations 11, 13 and 14 of the TUPE Regulations.

16.3 Notwithstanding any other provisions of this Contract, any Group Customer or any Subsequent Supplier may enforce these TUPE terms in accordance with the Contracts (Rights of Third Parties) Act 1999.

17 Inadequacy of damages

17.2 Without prejudice to any other rights or remedies that the Customer may have, the Supplier acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of the Contract by the Supplier. Accordingly, the Customer shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of the Contract.

18 Force majeure

18.2 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure results from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate this Contract by giving 2 days' written notice to the affected party.

19 General

19.2 Assignment and other dealings.

19.2.1 The Customer may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Contract.

19.2.2 The Supplier 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 Customer.

19.3 Notices

19.3.1 Any notice or other communication 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 notified in writing.
- 19.3.3 of a delivery receipt or at the time the notice is left at the proper address; 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; 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 19.3.3, 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.
- 19.3.4 This clause 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.
- 19.4 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 shall not affect the validity and enforceability of the rest of the Contract.
- 19.5 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.
- 19.6 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,
- 19.3.2 A notice or other communication shall be deemed to have been received: if delivered by hand, on signature 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.
- 19.7 Entire Contract.** The Contract constitutes the entire Contract between the parties and supersedes and extinguishes all previous Contracts, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 19.8 Third party rights.** Unless detailed in (a) below or 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;
(a) the parties agree that any company within the Perrys' Group of companies including but not limited to, Perrys East Midlands Limited, Perrys Group Limited, PEM 2000 Limited and all subsidiaries shall be entitled to exercise the rights and remedies given under this Contract.
- 19.9 Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.
- 19.10 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.
- 19.11 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.

SCHEDULE 1

Processing, personal Data and Data Subjects

Subject matter of the processing	Duration of the processing	Nature and purpose of the processing	Types of personal data	Categories of data subjects
Supplier contract	Duration of the Supplier contract	Fulfillment of the Supplier contract	<p>Employee details including but not limited to:</p> <ul style="list-style-type: none"> • Name • Title • Address • Telephone numbers • Email address <p>Customer details including but not limited to:</p> <ul style="list-style-type: none"> • Name • Address • Telephone numbers • Emails address • Vehicle details • Financial information eg vehicle finance and bank details 	<ul style="list-style-type: none"> • Employees • Workers • Contractors/Sub-contractors <p>Customers</p>