

TERMS AND CONDITIONS OF PURCHASE

- 1. DEFINITIONS AND INTERPRETATION**
- Definitions**
- In this Agreement, the definitions and rules of interpretation set out in schedule 1 (Definitions and Interpretation) shall apply.
- 2. BASIS OF CONTRACT AND ACCEPTANCE OF ORDER**
- 2.1 An Order is an offer by the Buyer to purchase Goods and/or Services from the Seller on and subject to these Terms and Conditions, provided that where the parties have otherwise agreed a contract for the supply of goods and services, and such contract applies to the Goods and/or Services, such existing contract shall take precedence in the event of any conflict with these Terms and Conditions.
- 2.2 An Order is deemed to be accepted by the Seller on the earlier of:
- (a) the Seller signing the Buyer's acceptance forms or otherwise issuing written acceptance of the Order; or
 - (b) any act by the Seller consistent with fulfilling the Order (including but not limited to the delivery of any Goods or the performance of any Services); or
 - (c) the date falling five (5) Business Days after the Order date or the date of any amendment thereto,
- at which point and on which date the contract between the Buyer and the Seller for the supply of the Goods and/or Services in accordance with the Order and these Terms and Conditions shall come into existence (the "**Commencement Date**") (each, a "**Contract**"). The Buyer may withdraw an Order or make any amendment thereto without liability at any time prior to the Seller's acceptance being provided in accordance with this clause 2.2.
- 2.3 These Terms and Conditions apply to each Contract to the exclusion of any other terms that the Seller seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.4 Where there is any conflict or ambiguity within the Contract between the Terms and Conditions and an Order, the terms of the applicable Order will take precedence.
- 2.5 Time is of the essence for performance of the Seller's obligations under each Contract.
- 2.6 The Buyer's acceptance of any Goods and/or Services is limited to the terms of the relevant Order relating to such Goods and/or Services, or where such Order does not contain any terms of acceptance, by the Buyer's express written acceptance in accordance with clause 3.14 or 4.2 (as applicable).
- 2.7 The Buyer reserves the right to amend any Order (whether before or after acceptance of such by the Seller pursuant to clause 2.2) including changes in the Specification, quantities, time or place of delivery, and in which event any resultant variation in Price or in the date specified for delivery of the relevant Goods and/or Services shall be an equitable adjustment and be by mutual written agreement of the parties prior to the Seller proceeding with such change.

3. PURCHASE OF GOODS

Quality and Description

- 3.1 The Seller warrants that the Goods shall:
- (a) be free from defects in design, material and workmanship;
 - (b) be of satisfactory quality, without fault and shall conform in all respects with the Order and any Specification;
 - (c) be fit for any purpose held out by the Seller and meet the objectives and business needs of the Buyer or a third party made know to the Seller expressly or by implication, and in this respect the Buyer shall rely on the Seller's skills and judgment;
 - (d) comply with all Applicable Laws relating to the production, design, labelling, packaging, storage, transport, delivery and handling of the Goods;
 - (e) be formulated, designed, constructed, finished and packaged as to be safe and without risk to health; and
 - (f) in the absence of any quality standards quoted, be produced and delivered in accordance with the all relevant quality standards including without limitation ISO 9001, ISO 20000, ISO 27001 and ISO 14001 (where applicable).
- 3.2 Any rights under a Contract are in addition and without prejudice to the statutory conditions implied in the Buyer's favour under the Sale of Goods and Services Act 1982 and/or the Sale of Goods Act 1979.
- 3.3 Without prejudice to any other rights of the Buyer, if any of the Goods fail to comply with the provisions set out in this clause 3 the Buyer shall be entitled to any one or more of the remedies listed in clause 5 including the right to reject the Goods and terminate the relevant Contract. Any losses incurred by the Buyer may as a result be deducted from any unpaid invoice(s).
- Delivery**
- 3.4 Delivery of Goods shall take place when the Goods are delivered to the location set out in the applicable Order ("**Delivery Location**") during Business Hours on the date(s) specified in the Order, or as otherwise agreed between the parties in writing ("**Delivery**"). All Goods packages shall be marked with the Delivery Location, the relevant Order number and the Seller's name.
- 3.5 Time for Delivery of the Goods shall be of the essence.
- 3.6 Prior to the Delivery of any Goods to the Buyer:
- (a) the Seller shall ensure that the Goods are properly packed, secured and that suitable transport of adequate size and construction to enable the Goods to be properly unloaded by the Seller, or its agents at the Buyer's designated receiving point (as specified in the Order or as subsequently agreed) is arranged at the Seller's expense; and
 - (b) an advice note containing reference to the Order number, description of the Goods, number of packages, method of transport and route, must be

	provided to the Buyer. A second copy must accompany the Goods and a further copy be given to the carrier if engaged by the Seller.		(b)	confirmed (where relevant) that the Goods have been satisfactorily installed; and
3.7	Unless otherwise specified in the Order all packaging shall be considered non-returnable and its costs included in the Price. If the parties do agree that the Buyer shall return any packaging material, it shall be returned at the Seller's cost.		(c)	conducted commissioning tests (such tests to be defined by the Buyer prior to installation of the Goods) itself or via an authorised third party,
3.8	If for any reason the Buyer is unable to accept delivery of the Goods at the time when the Goods are due, the Seller shall store and safeguard them and take all reasonable steps to prevent deterioration until their actual Delivery. The Buyer shall be liable to the Seller for reasonable costs (including insurance), except where the attempted Delivery was not at the agreed time.			("Acceptance"), and "Accept" and similar terms shall be interpreted accordingly.
3.9	The Seller will without delay, repair or replace free of charge, Goods damaged or lost in transit. Where reasonably practicable, the Buyer shall give the Seller written notification of such damage or loss to enable the Seller to comply with its carrier's conditions of carriage affecting loss or damage in transit provided that the Seller has notified the Buyer in writing of such requirements. Where Delivery is made by the Seller's own transport, such notice shall be provided within a reasonable time.			
3.10	Goods not Delivered on time or at the Delivery Location, without the prior written consent of the Buyer, shall entitle the Buyer (in its absolute discretion and without prejudice to its other rights and remedies under a Contract) to:	3.15		The Goods shall remain at the Seller's risk until acceptance in accordance with clause 3.14. Ownership of the Goods shall pass to the Buyer on the earlier of payment or completion of Delivery.
	(a) cancel the relevant Contract (including the Order(s) to which the Contract relates) (in whole or in part), and reject the relevant Goods;	4.		SUPPLY OF SERVICES
	(b) refuse to accept any subsequent Delivery of the Goods which the Seller attempts;			The Seller's Obligations
	(c) obtain substitute delivery of goods from a third party supplier;	4.1		The Seller shall:
	(d) immediately receive from the Seller a full refund of any amounts by paid by the Buyer for the purchase of the Goods; and/or		(a)	provide the Services under the direction of the Buyer for the duration of the Term and during Business Hours;
	(e) claim damages for any losses the Buyer incurs which are directly or indirectly attributable to the Seller's failure to Deliver.		(b)	perform the Services in accordance with Good Industry Practice and all Applicable Laws;
3.11	Where the Buyer may agree in writing to accept Delivery by instalments, the terms of the Contract shall apply in respect of each instalment. Notwithstanding this, failure by the Seller to Deliver any one instalment shall entitle the Buyer at its option to treat each Delivery as failed.		(c)	liaise with the Buyer or a third party designated in writing by the Buyer regarding the progress of the Services being carried out, and provide advice and guidance to relevant staff thereof;
3.12	If the Goods are Delivered to the Buyer in excess of the quantities ordered, the Buyer shall not be required to pay for the excess, and any excess shall remain at the Seller's risk and shall be returnable at the Seller's expense.		(d)	act for or support the Buyer if required by the Buyer to do so in technical discussions;
	Acceptance		(e)	ensure that its personnel obey all reasonable and lawful directions of the Buyer and/or a third party authorised by the Buyer, and will observe all applicable disciplinary rules and regulations of the Buyer and/or a third party authorised by the Buyer,
3.13	The Buyer shall have a reasonable period to inspect the Goods following Delivery, or, in the case of a latent defect in the Goods, until a reasonable time after the latent defect has become apparent.		(f)	be responsible for the accuracy of all information relating to the Seller and its personnel; and
3.14	For the purpose of this clause 3, the Goods shall be accepted where the Buyer has:		(g)	ensure that all personnel employed for the purposes of performing the Services are competent and suitable for the provision of such Services, and shall do so with reasonable skill, care and judgement and to the best of their abilities.
	(a) not notified the Seller of a defect in accordance with clause 3.13;			Acceptance
		4.2		The Seller agrees that the Services shall be supplied in accordance with the requirements of the relevant Contract and must meet agreed Acceptance Tests to the satisfaction of the Buyer, its authorised representative or a third party.
		4.3		The Services shall be accepted in respect of a Contract when the Buyer notifies the Seller that all such Services have passed all Acceptance Tests applicable to them (" Acceptance "), and " Accept " and similar terms shall be interpreted accordingly. For the avoidance of doubt, use of any Service as part of testing will not trigger Acceptance and under no circumstances shall the Buyer be deemed to have Accepted the Services.
		4.4		Without affecting any of the Buyer's rights set out in clause 5, where Services do not pass the Acceptance Tests, the Buyer

shall notify the Seller and include details of any issues discovered. The Seller shall then, at its own cost, undertake such additional work and/or re-provide the Services as may be required in order to correct the relevant issues and re-submit any revised outputs for a new round of Acceptance Testing in accordance with this clause 4.

- 4.5 If a Service has not been Accepted on or before the associated Key Milestone date (as specified in the Order or otherwise agreed in writing by the parties), then the Buyer may, at its absolute discretion and without prejudice to its other rights or remedies under a Contract, reject the Services entirely, terminate the relevant Contract immediately on written notice to the Seller, and require the Seller to promptly repay any monies paid to it by the Buyer in connection with such Contract. The Seller shall in this event indemnify the Buyer in full against any and all loss or damage incurred by the Buyer which is in any way attributable to the Seller's failure to achieve a Key Milestone date or comply with the obligations contained in this clause 4.

Pricing Amendments

- 4.6 The Seller shall provide upon request a 'fixed price' or 'time and materials' quotation for any additional tasks required by the Buyer in connection with the Services but which are not captured by (or would not be considered an ancillary and/or intrinsic part of) the relevant Order. Such quotations if accepted by the Buyer will be incorporated into the relevant Contract by virtue of an amended Order issued by the Buyer.

Information, Assistance and Reporting

- 4.7 The Seller shall provide formal progress reports in such form and at such times as may be required by the Buyer from time to time or as specified in the relevant Order.
- 4.8 From time to time each party may make reasonable requests for information and assistance with regard to the performance and/or implementation of the Services. Each party shall act reasonably in co-operating with the other party, and make reasonable efforts to provide such information and assistance as is reasonably required.

Holidays and Absences

- 4.9 The Seller will provide the Buyer with at least four (4) weeks' notice of any planned absence from the Premises by any personnel. Any absences of Seller personnel from their assignments due to accidents, sickness and unforeseeable circumstances shall be notified to the Buyer's contact (as previously advised) as soon as reasonably practicable. Prices for supply of the Services will not be payable in respect of any period during which the Services are not provided.

Timesheets

- 4.10 Where the Services are supplied on a charge per hour/day/week basis an authorised signatory of the Buyer shall on the last day of each week sign the Buyer's timesheet showing the number of hours and days worked.

Replacement Personnel

- 4.11 In the event that the Seller cannot supply the same personnel to provide the Services throughout the term of the Contract, the Seller may replace the personnel, subject to the Buyer's prior written agreement, and provided that the Seller uses its best endeavours to replace the personnel with personnel of similar ability and experience.

Additional Expenses

- 4.12 The Buyer shall repay to the Seller reasonable travel, accommodation and subsistence expenses reasonably

incurred by the Seller's personnel as a direct result of the performance of the Services away from the Premises. This shall be subject always to the:

- (a) Buyer agreeing to the amount of such expense in advance and in writing;
- (b) expense being in line with the Buyer's or a third party's expenses policies; and
- (c) Seller providing evidence of actual payment to the reasonable satisfaction of the Buyer.

Taxation

- 4.13 The Seller acknowledges and agrees that it shall be solely responsible for the payment of any National Insurance contributions, Income Tax and any other tax liabilities relating to the Seller and its personnel. The Seller hereby indemnifies the Buyer in respect of any claim that may be made by the relevant authorities against the Buyer as a result of the Seller's failure to comply with this clause 4.13.

5. BUYER'S RIGHT TO REJECT GOODS AND/OR SERVICES

Pre-Completion Rejection

- 5.1 The Buyer reserves the right at reasonable times to inspect or test the Goods or Services during development, or testing or at any stage before Acceptance and the Seller shall give rights of access to its premises and such facilities as the Buyer may reasonably require for such inspection or testing.

- 5.2 If upon inspection or otherwise, the Buyer is of the reasonable opinion that the Goods and/or Services do not comply with the terms of the relevant Contract, the Buyer shall inform the Seller and may:

- (a) take such action the Buyer deems necessary in the circumstances, having giving prior notice of such course of action to the Seller, including (without limitation) disposing of all or part of the Goods; and/or
- (b) require the Seller to immediately take such remedial action as is necessary to ensure compliance with the terms of the Contract and/or any Specification.

- 5.3 If the Buyer exercises its rights under clause 5.2, the Seller shall immediately refund to the Buyer any amounts by paid by it to the Seller for the supply of the affected Goods and/or Services, and the Buyer shall only pay the Seller a fair commercial value for the affected Goods and/or Services once (and if) the same have been provided to the Buyer in accordance with the terms of the relevant Contract.

Probationary Period Rejection

- 5.4 In respect of Services, a four (4) week probationary period will apply from each Contract Commencement Date. During each such probationary period, the Buyer may notify the Seller and request a suitable replacement of personnel in the event that the personnel performing the Services is for any reason not satisfactory to the Buyer or a third party.

- 5.5 In the event that the Seller is unable (in the Buyer's absolute opinion) to provide a suitable replacement or replacements of personnel then the Buyer may, without prejudice to its other rights and remedies under these Terms and Conditions, terminate the relevant Contract forthwith and shall not be liable for any claims thereunder other than paying pro rata for the days for which the Services were provided.

Post Completion Rejection

5.6 Without prejudice to any other right or remedy which the Buyer may have, if any Goods and/or Services do not conform to the warranties and/or obligations contained within clauses 3.1, 4.1 or 7 (as applicable), the Buyer shall be entitled to any one or more of the following remedies at its discretion:

- (a) to rescind the Contract to which the relevant Order(s) relate;
- (b) to reject and return at the Seller's risk and expense any of the Goods which cannot be effectively and commercially used by the Buyer, and the Seller shall forthwith give a credit to the Buyer for the full price paid and any reasonably incurred costs of return;
- (c) at the option of the Buyer, give the Seller the opportunity to: (i) supply replacement Goods, (ii) service or repair the Goods, (iii) perform corrective services to repair any defects caused by the Services; and/or (iv) carry out any other necessary work to ensure that the Seller's obligations under the Contract are fulfilled, in each case within ten (10) Business Days of the Seller receiving such notice or such other period as agreed to in writing between the parties, without cost to the Buyer;
- (d) to refuse to accept any further Deliveries of the Goods;
- (e) to reject the Services (in whole or in part) and/or to refuse to accept any further performance of the Services;
- (f) to immediately receive from the Seller a full refund of any amounts by paid by the Buyer to the Seller for the purchase of the Goods or the part of the Services that have not been provided in accordance with the Contract; and/or
- (g) to claim such damages as may have been incurred as a consequence of the Seller's breach(es) of the Contract, including any additional expenditure reasonably incurred by the Buyer in remedying the defective Goods and/or Services, or obtaining replacement Goods or Services.

5.7 Goods supplied by the Buyer to the Seller for servicing or repair shall from the time of receipt until re-delivery as instructed by the Buyer, remain at the Seller's risk.

5.8 The Seller shall at its own cost, insure all Goods delivered to the Seller by the Buyer from the time of receiving them until re-delivery as instructed by the Buyer for their replacement value against loss, damage or destruction resulting from any uninsurable risk which can be reasonably contemplated as affecting the Goods.

5.9 Any expenses incurred by the Buyer on behalf of the Seller in accordance with this clause 5 may be deducted from any unpaid invoice(s).

6. PRICE AND PAYMENT

6.1 The Price is fixed and is not subject to variation or additional charges without the Buyer's prior written agreement (including, but not limited to, increases in the cost of raw materials, component pricing, labour or overheads).

6.2 The Seller shall specify in the Order whether the Prices is VAT exclusive. Where the Price is stated in an Order to be

exclusive of VAT, such Price will otherwise be inclusive of all other taxes, expenses and charges relating to the Goods and/or Services. The Buyer's prior written consent is required in order for any expenses, additional services or additional charges to be payable.

6.3 The time for payment shall not be of the essence. Unless agreed otherwise in the Order:

- (a) payment for Goods shall be in arrears and no invoice shall be due until the later of: (i) Acceptance of the Goods; or (ii) the end of the calendar month following that in which the relevant invoice is received by the Buyer; and
- (b) payment for Services shall be invoiced at the end of each calendar month provided that if the Term for which the Services are used by the Buyer is less than one (1) month, the Buyer will be invoiced upon expiry of such Term, and in either case payment shall be made by the Buyer to the Seller by the end of the month following that in which Services are received by the Buyer.

6.4 All invoices must contain the Order number for payment to be processed and invoices for Goods must contain proof of Delivery.

6.5 The Buyer may reduce payment in respect of any Goods and/or Services that the Seller has either failed to provide or in the Buyer's absolute opinion has provided inadequately, without prejudice to any other rights or remedies of the Buyer. The Seller shall under no circumstances be entitled to suspend Delivery or the provision of Services as a result of amounts being outstanding.

7. IR35 LEGISLATION

7.1 The following provisions of this clause 7 shall apply on and from 1 April 2021, where the provision of the Services continue beyond 1 April 2021.

7.2 In respect of Services being provided prior to 1 April 2021 which will continue beyond that date and, prior to commencement of any new Services on or after 1 April 2021 (and in each case for the duration of the Services), the Seller agrees to:

- (a) immediately inform the Buyer if it supplies or proposes to supply a Worker who is not directly employed by the Seller or a Subcontractor under a contract of employment (including, for the avoidance of doubt, in circumstances where a Worker ceases to be directly employed by the Seller or its Subcontractor);
- (b) provide the Buyer with sufficient details of how the Worker is engaged (including whether through a PSC or otherwise) to allow the Buyer to assess whether the IR35 Legislation applies to that Worker;
- (c) fully comply with all obligations imposed on it under, and as a result of the application of, the IR35 Legislation and procure the compliance of all Workers, Subcontractors and all other parties involved directly or indirectly with the provision of the Services with all obligations imposed on them under, and as a result of the application of, the IR35 Legislation; and
- (d) procure that any Worker, subcontractor and all other parties involved directly or indirectly with the provision of the Services promptly provide to the Buyer any information or documentation which the Buyer may reasonably request to allow

- it to consider the application of, and to comply with its obligations under, the IR35 Legislation.
- 7.3 Without prejudice to the Seller's obligations under clause 7.1, the Seller shall provide the information required under clause 7.1 at least **seven (7)** days prior to the commencement of the relevant Services or, in respect of any Services provided prior to 1 April 2021 which will continue beyond that date, by no later than **[DATE]**.
- 7.4 The Seller warrants and represents that any information or documentation provided to the Buyer under clauses 7.1 and 7.3 will be true, complete and accurate in all respects and will promptly inform the Buyer of any material change in relation to the same.
- 7.5 The Seller will indemnify the Buyer and keep the Buyer indemnified against all losses, fines, penalties, interest, awards, liabilities, costs, damages and expenses (including reasonable legal expenses on an indemnity basis) which the Buyer and/or any member of its group may suffer or incur and which arise as a result of or in connection with any breach of clauses 7.1, 7.3 or 7.4
- 8. BENCHMARKING**
- On each annual anniversary of the Commencement Date, the Buyer may benchmark the Services against the open market. If such benchmarking indicates that the Buyer is paying more than market competitive pricing and/or receiving less than competitive service levels, the Seller shall have twenty (20) Business Days to provide alternate benchmarking that substantiates its Price and/or service levels, or to adjust its Price and/or service levels to the Buyer's benchmark. If the Seller fails to do so to the reasonable satisfaction of the Buyer, the Buyer may at its absolute discretion and without prejudice to its other rights or remedies under the Contract elect to terminate the Contract with immediate effect upon written notice to Seller.
- 9. FORCE MAJEURE**
- Neither party shall be liable for any delay or failure to meet its obligations under the Contract due to any Force Majeure Event. If a Force Majeure Event continues for more than five (5) Business Days, then the Buyer may terminate the Contract immediately upon written notice to the Seller.
- 10. SELLER WARRANTIES**
- 10.1 For a period of twelve (12) months after Acceptance the Seller warrants that the Goods and/or Services shall:
- (a) as applicable, be free from any defect due to faulty material, faulty workmanship or manufacturing process, faulty design or choice of materials;
 - (b) the quality of the Goods and/or Services shall conform to the Buyer's Specification, design, requirements or other description; and
 - (c) be of merchantable quality and the same is notified to the Seller.
- 10.2 The Seller warrants and represents to the Buyer that:
- (a) it will perform its obligations under the Contract to the best of its abilities and in a professional and timely manner in accordance with best standards and practices observed in the industry for similar services;
- (b) the design, construction and quality of the Goods and/or Services to be supplied under the Order comply in all respects with all Applicable Laws;
 - (c) it has disclosed to the Buyer any information or requirement affecting the Buyer under the Health and Safety at Work Act 1974;
 - (d) it shall at all times in the delivery of Goods and/or Services to the Buyer use staff, consultants and sub-contractors with suitable training, education, experience and skill to perform the Services and in sufficient number to ensure that the Seller's obligations are fulfilled;
 - (e) it shall comply in all material respects with the obligations set out in clauses 3 and 4;
 - (f) it shall maintain and/or procure any licences, permissions, consents, registrations, permits or approvals necessary or advisable for the provision of the Services and/or Goods; and
 - (g) all services, equipment and materials necessary to deliver the Goods and/or perform the Services in accordance with the Contract are included in its scope of work. The Buyer shall not be liable to pay any extra amount because the Seller has failed to consider factors that affect the Price or the time for completion of the Contract.
- 10.3 The Seller shall ensure that nothing is done by its employees, officers, servants, or invitees which contaminates, corrupts, impairs or adversely affects, and that no malware, invasive programs, "computer viruses" or "logic bombs" are introduced onto, the computers, computer systems or computer software owned or used by the Buyer, its affiliates and/or its clients (or any data on those computers or computer systems).
- 11. INTELLECTUAL PROPERTY RIGHTS**
- 11.1 The Seller shall fully indemnify the Buyer against all legal liability, losses and costs of any kind arising out of any infringement or alleged infringement by the Buyer or any other person of any third party's IPR which is caused by the use, sale or other disposition of the Goods and/or Services.
- 11.2 All right, title and interest in each party's Background IPR vests absolutely in, and shall remain the sole property of, the relevant party (or its licensors, as applicable) at all times.
- 11.3 All right, title and interest in any New IPR shall automatically vest in and become the sole property of the Buyer. For the avoidance of doubt the Seller:
- (a) agrees that personnel performing the Services shall have no title, rights or interest whether legal or beneficial in any IPR; and
 - (b) the Seller hereby assigns, and shall procure that any personnel performing the Services assign, to the Buyer (by way of present and future assignment) with full title guarantee and free from any encumbrances any right, title and interest in the New IPR, and shall do all acts and things necessary to vest the New IPR in the Buyer throughout the world.
- 11.4 On completion or earlier termination of the Contract, the Seller shall give to the Buyer all designs drawings data and information of whatsoever nature in its possession.
- 11.5 Neither party may use the names, service marks, trademarks, logos or other corporation identifications (the "**Branding**")

- of the other party (including in the case of the Buyer, its Clients' Branding) without the other party's prior written consent.
- 12. ASSIGNMENT**
- 12.1 The Seller shall not assign, sublet, sub-contract or otherwise transfer the performance, burden, benefit or advantage of the Contract or any part thereof without first obtaining the Buyer's written consent to the proposed assignment and the proposed contractor, sub-contractor or agent.
- 12.2 Where such written consent is received and before any services are performed, the Seller shall impose confidentiality arrangements upon each contractor sub-contractor or agent, the terms of which are at least as strict as those imposed on the Seller under these Terms and Conditions.
- 12.3 The Seller shall be fully responsible and liable for all acts and omissions of its contractors, sub-contractors and agents.
- 13. LIABILITY AND INSURANCE**
- 13.1 Subject to clause 13.2:
- (a) the Buyer shall under no circumstances whatever be liable to the Seller, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with the Contract; and
- (b) the Buyer's total liability in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed one hundred percent (100%) of the Price.
- 13.2 Neither party excludes or limits its liability in any way for:
- (a) death or personal injury caused by negligence or the negligence of any employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other form of liability which cannot lawfully be limited or excluded.
- 13.3 The Seller shall indemnify and hold harmless the Buyer against any claims, losses, demands actions, suits, costs, charges or expenses, awarded or incurred by the Buyer as a result of or in connection with:
- (a) any claim made against the Buyer by a third party (whether or not a Client) arising out of or in connection with defects in Goods and/or Services, and/or the failure of the Goods and/or Services to comply with the terms of the Contract and/or any applicable Specification;
- (b) any negligent performance, or failure or delay in performance, of the Contract by the Seller, its employees, agents or subcontractors;
- (c) the Seller's (or its employees, workers and contractors) failure to comply in all respects with:
- (i) any Applicable Laws,
- (ii) the confidentiality obligations set out in clause 15, or
- (iii) any applicable health and safety policies or procedures notified to it by the Buyer whilst on any Premises,
- (d) any direct or indirect damage or injury to any person or property arising in connection with the Contract to the extent they have been caused by anything other than the negligence of the Buyer, its personnel or agents.
- 13.4 During the term of the Contract and for a period of 6 years thereafter, the Seller shall maintain in force, with a reputable insurance company, product liability insurance and public liability insurance, each with a limit of at least five million pounds sterling (£5,000,000) for claims arising from a single event or a series of related events in a single calendar year and shall, upon the Buyer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of insurance.
- 14. TERM AND TERMINATION**
- 14.1 The Services provided under the Contract shall begin on the Commencement Date for the term specified in the Order (the "Initial Term"). Any such Initial Term may be extended by the Buyer upon seven (7) days written notice to the Seller (and the Initial Term together with any subsequent renewal period shall constitute the "Term" in respect of the Contract). In the event of such extension, the revised Price to be paid for the Services will be agreed between the Buyer and the Seller.
- 14.2 The Buyer may, without prejudice to any other right or remedy, terminate the Contract (in whole or in part) immediately by providing written notice to the Seller in the event that:
- (a) the Seller is insolvent according to Applicable Law, or has made any arrangements with its creditors or under the Applicable Law with a view to avoiding an impending insolvency, or has had any person appointed by its creditors or under Applicable Law as a consequence of debts which have fallen, or which are about to fall, due and which the Seller is unable to properly repay;
- (b) the Seller is in breach of any of its obligations under the Contract which is either incapable of remedy, or where it is capable of remedy, is not remedied within ten (10) Business Days of the Buyer's notice;
- (c) there is substantial movement in the price of the Goods and/or Services or of competitive goods or services;
- (d) the Seller breaches any Applicable Law;
- (e) any warranties given in a Contract are found to be untrue or misleading; or
- (f) the Seller undergoes a change of control.
- 14.3 The Buyer reserves the right to terminate a Contract (in whole or in part) at any time for convenience by giving ten (10) Business Days written notice to the Seller. Upon such termination:
- (a) the Seller shall immediately stop all work under the Contract and take such other reasonable action mitigate against incurring any further costs;

- (b) the Seller shall deliver to the Buyer such completed Goods and/or Services completed as well as work-in-progress and other materials;
- (c) the Seller may request a reimbursement of its reasonable costs incurred for the work done, received and paid for by the Seller relating to the Contract prior to its termination, provided:
- (i) the Buyer has not terminated pursuant to the default of the Seller;
- (ii) the reimbursement may be properly allocated under recognised accounting practices; and
- (iii) in no event will the reimbursement exceed the Price.
- 14.4 In the event that the Services are provided to a client of the Buyer ("**Client**"), and the Client terminates its contract with the Buyer, or requests termination of the Services, the Buyer shall be entitled to terminate the Contract to which the Services relate, on the same date. In such event, the Buyer's only liability to the Seller shall be payment of fees for Services actually performed and Accepted prior to termination.
- 14.5 If the Buyer elects not to exercise its rights of termination, it may elect at its absolute discretion to:
- (a) withhold payment for any incorrectly supplied Goods or Services, and/or
- (b) terminate the applicable Order inasmuch as it relates to the incorrectly supplied Goods and/or Services (provided that it receives reasonable liquidated damages or service credits as compensation for such breach).
- 14.6 If the Buyer elects to exercise its right to terminate under a Contract, it may at its absolute discretion and without incurring any liability to the Seller, step-in and complete any outstanding works in place of the Seller (or procure that a third party does so on its behalf), and the Seller shall be liable to the Buyer for the reasonable costs of such completion.
- 14.7 Expiry or termination of a Contract, howsoever caused, shall not:
- (a) affect or prejudice any right, remedies, obligations or liabilities of the parties which have accrued prior to the date of such termination or expiry; or
- (b) affect any provisions of the Contract which are expressly or impliedly intended to survive termination, including without limitation clauses 1 (*Definitions and Interpretation*), 11 (*Intellectual Property Rights*), 13 (*Liability and Insurance*), 14 (*Term and Termination*), 15 (*Confidentiality*), 19 (*Data Protection*), 20.4 (*Third Party Rights*), 20.6 (*Entire Agreement*), 20.9 (*Non-Solicitation*), 20.11 (*Claims*), 20.13 (*Governing Law and Jurisdiction*).
- 15. CONFIDENTIALITY**
- 15.1 Subject to clause 15.2, each party shall hold the other's Confidential Information (including in the case of the Buyer, the Confidential Data of its Affiliates, suppliers and/or Clients) in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of the Contract.
- 15.2 A party may disclose the other party's Confidential Information:
- (a) to its and its Affiliates' directors, officers, employees, agents, contractors and professional advisors on a need to know basis (subject to such persons being bound by confidentiality obligations equivalent to those contained in these Terms and Conditions); and/or
- (b) where disclosure is a requirement of any law, regulation, binding judgment, order or requirement of any court or other competent authority or regulatory body,
- and in each case clause 15.3 shall then apply).
- 15.3 Disclosure under clause 15.2(b) shall (unless and to the extent prohibited) only be made after prior consultation with the discloser as to the terms, content or timing of disclosure and to the person(s) and in the manner required by the law, regulator or authority, or as otherwise agreed by the parties.
- 15.4 The above provisions of this clause 15 shall survive termination of the Contract, however arising.
- 16. COMPLIANCE WITH LAWS AND POLICIES**
- 16.1 The Seller shall have in place and maintain throughout the term of the Order its own policies and procedures (including without limitation anti-bribery, anti-corruption, supply chain transparency and anti-modern slavery policies) to ensure global compliance with all Applicable Laws. The Seller shall observe its policies in particular within the business relationship with the Buyer and the Seller shall provide to the Buyer its relevant policies upon Buyer request.
- 16.2 The Seller shall:
- (a) comply with all Applicable Laws and shall not perform any activity, practice or conduct which would constitute an offence under the same;
- (b) strictly comply with the Buyer's and its Affiliates' policies (available upon request) including but not limited to: (i) anti-bribery and anti-corruption policies, (ii) the Global Code of Business Conduct including its Exhibit A, 'Suppliers and Agents Minimum Standards of Conduct', (iii) EMEA Anti-Corruption Policy, and (iv) any purchasing procedures as set out in these Terms and Conditions or as otherwise advised to the Seller from time to time;
- (c) not promise, nor offer nor grant any undue financial or other advantage which may violate Applicable Laws;
- (d) promptly report to the Buyer any potential or actual breach of any Applicable Laws; and
- (e) provide to the Buyer upon request any or all of its relevant policies which ensure its compliance with this clause 16.
- 16.3 All documentation provided by the Seller under the Contract (including testing and delivery documentation) shall comply with and be based on the Buyer's standard formats.
- 16.4 The Seller acknowledges that the Buyer may be subject to the requirements of the Freedom of Information Act 2000 ("**FOIA**") and shall assist and cooperate with the Buyer, at the Seller's expense, to enable the Buyer to comply with any information disclosure requirements. The Buyer shall be responsible for determining, at its absolute discretion whether

- any information is to be disclosed in response to a request for information under section 8 of the FOIA.
- 16.5 In the event that the Buyer shall be bound by the Official Secrets Act by virtue of a contract with one of its Clients and such contract is in any way whatsoever connected with the Goods or Services, the Seller shall be bound also by the said Act with equal force and effect as the Buyer. The Buyer shall state in the Order if the Official Secrets Act is to apply.
- 16.6 Breach of this clause 16 by the Seller, its employees, sub-contractor or agents, shall be deemed a material breach entitling the Buyer to immediately terminate the Contract. In such an event the Seller shall be liable to the Buyer for damages, losses, liabilities and expenses (including but not limited to legal costs) actually incurred or suffered by, or awarded against the Buyer arising out of or in connection with such breach.
- 17. THE BUYER'S MATERIALS**
- 17.1 The Buyer's Materials shall remain the property of the Buyer at all times and the Buyer may retake possession thereof at any time without notice. The Seller shall keep the Buyer's Materials separate and apart from all property and shall clearly mark the Buyer's Materials as the property of the Buyer.
- 17.2 The Seller hereby agrees to indemnify the Buyer against loss of or damage to the Buyer's Materials during the time they are in the Seller's possession, custody or control. During such time the Seller shall adequately insure the Buyer's Materials in the name of and for the benefit of the Buyer at the Seller's expense with a reputable insurance company against loss or damage arising from any cause whatsoever. The Seller shall produce such policies and receipts of the premiums paid thereon upon request.
- 17.3 The Seller hereby waives any lien it might otherwise have (whether at the date thereof or subsequently) on any of the Buyer's Materials for work done thereon or otherwise, provided this clause shall not be construed as a waiver of any other right of recovery of any charges that may be due to the Seller for such work.
- 17.4 The Seller shall promptly pay the Buyer on demand the full replacement value of any of the Buyer's Materials which are not returned or satisfactorily accounted for.
- 18. GUARANTEE**
- The Seller consents to the Buyer transferring any guarantee or similar rights given by the Seller to the Buyer in relation to the Goods and/or Services supplied to any other person or company to whom the Buyer sells hires or disposes of such Goods and/or Services (including any Client) to the extent that such guarantee or similar right may be enforced against the Seller not only by the Buyer but also by any person or company claiming through the Buyer.
- 19. DATA PROTECTION**
- 19.1 For the purposes of this clause, "**Data Controller**", "**Data Processor**", "**Data Subject**", "**Personal Data**" and "**Processing**" shall have the same meanings as in the Data Protection Laws and "**Processed**" and "**Process**" shall be construed in accordance with the definition of Processing.
- 19.2 The Seller acknowledges its Data Protection Laws obligations, and shall not do anything to place the Buyer (or any Buyer Affiliate) in breach of the Data Protection Laws.
- 19.3 The Seller shall:
- (a) process the Personal Data on behalf of the Buyer and its Affiliates, in accordance with Data Protection Laws solely for the purposes of performing the Contract and only in accordance with instructions contained in the Contract or received from the Buyer from time to time;
 - (b) obtain the Buyer's written approval prior to copying, modifying or amending the Personal Data, or transferring the Personal Data to any subcontractors or processing or otherwise transferring any Personal Data obtained from or regarding Buyer or its affiliates or clients outside of the European Economic Area or any other country approved by the EU Commission as providing an adequate level of protection;
 - (c) defend, indemnify, keep indemnified and hold harmless the Buyer and its Affiliates, their respective officers, directors and employees, in full and on demand against all losses, liability, damages, costs and all expenses, including reasonable legal and expert fees, arising out of or in connection with any claims, demands, actions or legal proceedings, alleging a breach by the Seller, its Affiliates, sub-contractors or personnel of Data Protection Laws or this clause;
 - (d) take all measures necessary to ensure its full and timely compliance with all of the obligations of a Data Processor under the Data Protection Laws, including those obligations governing record keeping, pseudonymisation, encryption, data security, appointment of a data protection officer and data portability; and
 - (e) only use and process Personal Data in compliance with ISO/IEC 27001; and
 - (f) keep all Personal Data and derivatives thereof separate from all other data and documentation of the Seller.
- 19.4 Without prejudice to any of its obligations under the Contract, the Seller shall provide such co-operation as the Buyer reasonably considers as being necessary to enable the Buyer to verify the Seller's compliance with this clause from time to time. Such co-operation may include:
- (a) providing information about their Processing activities and submitting its data processing facilities for audit from time to time to be carried out by the Buyer, the Data Controller or an inspection body composed of independent members, in possession of the required qualifications and bound by a duty of confidence;
 - (b) providing the Buyer with full co-operation and timely assistance in relation to any subject access request or other complaint or request made in respect of any Personal Data;
 - (c) promptly complying with any request from the Buyer to amend, transfer or delete Personal Data and provide promptly any data required by the Buyer (and any Buyer affiliates) for any reason whatsoever (including without limitation for the purposes of providing such data to, or assisting law enforcement agencies);
 - (d) notifying the Buyer immediately upon becoming aware of any actual or suspected unauthorised access or processing of Personal Data. Such notice shall include reasonable details of the actual or threatened breach, identify the Personal Data concerned, and describe of the likely

- consequences of the Personal Data breach and the measures taken by the Seller to mitigate its possible adverse effects;
- (e) notifying the Buyer immediately in writing upon becoming aware of any complaint, notice or communication which relates to the processing of Personal Data or to a party's compliance with Data Protection Laws under the Contract, and provide the Buyer with full cooperation in relation to such complaint, notice or communication;
- (f) notifying the Buyer immediately by telephone and email if any Personal Data (regardless of its size and scope) is (or is suspected to be) lost or destroyed or becomes damaged, corrupted, unusable or put at risk of unauthorised disclosure. The Seller shall restore such Personal Data at its own expense;
- (g) procuring that each of its subcontractors shall, comply at all times with the Data Protection Laws and shall not perform their obligations under the Contract in such a way as to cause a party to breach any of its obligations under the Data Protection Laws; and
- (h) subject to the requirements of any applicable exit management plan, ceasing to Process the Personal Data immediately upon the termination or expiry of this Contract or, if sooner, the element of the Services and/or Goods to which it relates and as soon as possible thereafter, at the Buyer's option, either return, or delete from its systems, the Personal Data and any copies of it or of the information it contains and the Seller shall confirm in writing that this clause has been complied with in full.
- 19.5 Without prejudice to any other provision of the Contract, the Buyer may request a detailed written description of the technical and organisational methods employed by the Seller and its sub-contractors for the Processing of Personal Data. Within ten (10) days of receipt by such written request, the Seller shall deliver a written report to the Buyer in sufficient detail that the Buyer can reasonably determine whether or not any applicable Personal Data is being or has been processed in compliance with the provisions of the Contract.
- 20. GENERAL**
- 20.1 **Variation.** No variation to the Contract shall be effective unless and until agreed in writing by an authorised signatory of the Buyer.
- 20.2 **Set Off.** The Seller agrees to administer all of its accounts with the Buyer on a net settlement basis, so that the Buyer or its Affiliates may set off and recoup debits and credits, including reasonable legal fees and costs of enforcement, against any of the Seller's accounts regardless of the basis for such debits or credits.
- 20.3 **Rights and Remedies.** The rights and remedies arising under, or in connection with, the Contract are cumulative and, except where otherwise expressly provided in the Contract, do not exclude rights and remedies provided by Applicable Law or otherwise.
- 20.4 **Third Party Rights.** Save as specified in clause 20.7, the parties do not intend any term of the Contract to be enforceable by any party other than the Buyer and Seller.
- 20.5 **Notices.** Any notices sent under the Contract shall be sent by registered or similar post (or e-mail if mutually agreed) to the address of the recipient party as per the Order, or to such other address as such party may have notified to the other for this purpose. Any such notice shall be deemed to have been received on the next Business Day after posting. All such notices shall be in English.
- 20.6 **Entire Agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.
- 20.7 **No Waiver.** No failure or delay by either party to exercise any right or remedy arising under, or in connection with, the Contract (collectively, any "action") will act as a waiver, or otherwise prejudice or restrict the rights of that party, in relation to that action or any other contemporaneous or future action.
- 20.8 **Disputes.** The Buyer and Seller will act in good faith and use all reasonable endeavours to resolve any disputes or claims that may arise in connection with an Order or this Contract.
- 20.9 **Non Solicitation.** For a period of six (6) months after termination of this Contract, the Seller shall not, directly or indirectly, employ, solicit or offer employment to any employee of the Buyer (or an Affiliate of the Buyer) who is or was employed or involved in the supply of Goods or Services to the Buyer. Nothing in this Contract shall prohibit any genuine offer of employment when made in response to a published announcement made in any public media. In the event of the Seller breaching this provision the Seller shall pay to the Buyer an amount equal to fifty per cent (50%) of the first year's remuneration of the person concerned.
- 20.10 **Relationship Of The Parties.** Nothing in the Contract is intended to create a partnership, joint venture or legal relationship of any kind between the Parties that would impose liability upon one party for the act or failure to act of the other party, or to authorise either party to act as agent for the other. Except where otherwise expressly provided in the Contract, neither party shall have authority to make representations, act in the name or on behalf of, or otherwise to bind the other.
- 20.11 **Claims.** The parties acknowledge and agree that:
- (a) The Seller shall only make a claim or bring proceedings relating to the Services and/or Goods or otherwise under the Contract against the Buyer, and not any Buyer Affiliate, sub-contractor or the Buyer's personnel. The Buyer confirms that it will be liable to the Seller in respect of breaches of the Contract by any Buyer Affiliate (to the extent that the relevant Buyer Affiliate would have been liable to the Seller) and in this regard, shall have available to it all of the same rights and defences that would have been available to such Buyer Affiliate. The Seller will indemnify the Buyer in respect of any losses incurred by the Buyer, any Buyer Affiliate or any sub-contractor in the event of the Seller bringing such a claim against the Buyer, any Buyer Affiliate or any sub-contractor.
- (b) To the extent that the Buyer sells, hires or disposes of the Goods and/or Services to any other person or company (for example to its Clients), the Buyer may transfer any relevant guarantee, warranty or rights given to the Buyer by the Seller under the Contract. Any such guarantee, warranty or right may be enforced against the Seller by (i) the Buyer, and (ii) any person or company claiming through the Buyer.

- 20.12 **Unenforceability.** The invalidity or unenforceability for any reason of any clause, sub-clause or paragraph of the Contract or any part thereof shall not prejudice or affect the validity or enforceability of the remainder.
- 20.13 **Governing Law and Jurisdiction.** The Contract and any dispute arising out of or in connection with it (including any non-contractual claims or disputes) shall be governed by and construed in accordance with the laws of England and Wales. Each party hereby submits to the exclusive jurisdiction of the courts of England and Wales.

SCHEDULE 1: DEFINITIONS AND INTERPRETATION

1. DEFINITIONS

1.1 In this Agreement, the definitions set out in this paragraph 1 of schedule 1 (Definitions and Interpretation) shall apply.

"Acceptance" and "Accept" means:

- (a) in respect of the Buyer's purchase of Goods, as defined in clause 3.14;
- (b) in respect of the Buyer's receipt of Services, as defined in clause 4.3;

"Acceptance Test" means, in respect of the provision of Services, the procedure agreed by the Buyer in conjunction with the Seller for the Acceptance of such Services, and which may include but is not limited to passing agreed performance and functional tests and providing adequate documentation (to be determined by the Buyer).

"Affiliate" means in any group undertaking of the relevant party, in each case from time to time and "group undertaking" shall be construed in accordance with s. 1161 of the Companies Act 2006;

"Applicable Laws" means all regional, national and international laws, rules, regulations and standards including those imposed by any governmental or regulatory authority and all applicable industry standards and standards determined by any self-regulatory body which apply from time to time to the person or activity in the circumstances in question, including without limitation those which relate to anti-bribery, anti-corruption, anti-money laundering and anti-tax-evasion);

"Background IPR" means any IPR owned by (or licensed to) either party prior to the Commencement Date, or which is owned by (or licensed to) either party after the Commencement Date but independently of the Contract or its subject matter;

"Branding" has the meaning given in clause 11.5;

"Business Day" means a day other than a Saturday, Sunday or bank holiday in England;

"Business Hours" means 9 am to 5:30 pm UK time (i.e. GMT or BST as applicable throughout the year) on a Business Day, or as otherwise set out in an Order;

"Buyer" means NTT DATA UK Limited as the purchaser of Services and/or Goods listed in the Order;

"Buyer's Materials" any designs, equipment or goods supplied by the Buyer to the Seller;

"Client" has the meaning given to it in clause 14.4;

"Commencement Date" has the meaning given to it in clause 2.2;

"Confidential Information" means all information which is disclosed by one party to the other whether before or after the date of this Contract, whether disclosed orally or in writing, together with any reproductions in any form or medium, which is designated in writing as confidential or would appear to a reasonable person to be confidential, but which shall not be deemed to include information that:

- (c) is or becomes publicly known other than through any act or omission of the receiving party;
- (d) was in the other party's lawful possession before the disclosure;
- (e) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
- (f) is independently developed by the receiving party, which can be shown by written evidence;

"Contract" has the meaning given to it in clause 2.2;

"Data Protection Laws" means all Applicable Laws relating to the protection and processing of personal data and privacy including but not limited to the EU General Data Protection Regulation 2016/679 ("GDPR"), the GDPR as transposed into United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection Act 2018, Privacy and Electronic (Amendments etc) (EU Exit) Regulations 2019 and other data protection or privacy legislation in force from time to time in the United Kingdom;

"Delivery" has the meaning given to it in clause 3.4;

"Delivery Location" has the meaning given to it in clause 3.4;

"Force Majeure Event" means any circumstance not within a party's reasonable control including, without limitation act of God, fire, flood and storm, war, military action, riot, civil commotion, terrorism, epidemic, explosion or malicious damage;

"Good Industry Practice" means the exercise of the highest degree of skill, care, prudence, efficiency, foresight and timeliness which would reasonably be expected from a person highly skilled and experienced in providing services similar to the Services;

"Goods" means the goods to be provided by the Seller, as described in the Order;

"Initial Term" has the meaning given to it in clause 14.1;

"IPR" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, 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;

"IR35 Legislation" means Chapters 8 and/or 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003 (ITEPA 2003) relating to the engagement of workers through intermediaries and the Social Security Contributions (Intermediaries) Regulations 2000 (SI 2000 No 727) (or, in each case, any other provisions under the laws of the United

Kingdom having like effect) as amended or superseded from time to time;

"Key Milestone" means a milestone specifically identified as a key milestone in the relevant Order;

"New IPR" means all IPR (excluding any Background IPR) developed as a result of obligations carried out under the Contract by either party;

"Order" means an order made by the Buyer with the Seller for the supply of Services and/or Goods;

"Premises" means the address where the Goods are to be delivered and/or Services performed;

"Price" means the total cost of the Goods and/or Services as set out in the relevant Order;

"PSC" means any intermediary to which the provisions of Chapters 8 and/or 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003 apply;

"Seller" means the person, firm, agency or company to whom the Order is addressed; and

"Services" means the services and any outputs to be provided by the Seller to the Buyer as specified in an Order, together with any ancillary services (which may not be expressly set out in the Order) which are reasonably required to fulfil the Order and would be expected to be provided in commercial arrangements of a this nature;

"Specification" means any specification for the Goods and/or Services, including any relevant plans or drawings, that are agreed by the parties;

"Subcontractor" means a subcontractor of the Seller (or of any other Subcontractor) from time to time but not a PSC;

"Term" has the meaning given to it in clause 14.1;

"Terms and Conditions" means these terms and conditions as amended from time to time under clause 20.1; and

"Worker" means those persons from time to time employed or engaged by the Seller or any Subcontractor or any PSC, umbrella company or employment business which contracts with the Seller or a Subcontractor, from time to time, in the provision of the Services.

Commencement Date and shall include all subordinate legislation made as at the Commencement Date under that statute or statutory provision.

2. INTERPRETATION

2.1 Headings are included for ease of reference only and shall not affect the interpretation or construction of the Contract.

2.2 In the Contract, except where the context requires otherwise:

- (a) a reference to one gender includes all genders;
- (b) any reference to a 'person' includes legal or natural persons recognised in law;
- (c) the singular includes the plural and vice versa;
- (d) the words 'including' or 'in particular' shall not limit the generality of any preceding words; and
- (e) a reference to a statute or statutory provision is a reference to it as it is in force as at the