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

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

5.3 In providing the Services, the Supplier shall:

(a) co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
(b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
(c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
(d) ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose that the Customer expressly or impliedly makes known to the Supplier;
(e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
(f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Customer, will be free from defects in workmanship, installation and design;
(g) obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
(h) 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;
(i) comply with its obligations under the Waste Electrical and Electronic Equipment Regulations 2013 (WEEE) and provide such assistance to the Customer as may require to enable the Customer to comply with its obligations under WEEE;
(j) observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises;
(k) 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 dispose or use the Customer Materials other than in accordance with the Customer's written instructions or authorisation;
(l) 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;
(m) comply with any additional obligations as set out in the Service Specification.

6. ACCEPTANCE TESTS

6.1 The Customer shall deliver to the Supplier proposed user acceptance criteria and test data for the Acceptance Tests for the Goods. These criteria and data shall be such as reasonably required to show that the Goods comply with their Specification. The Supplier shall provide the Customer with assistance to prepare such user acceptance criteria and test data at the Customer's request. The parties shall use best endeavours to agree the Acceptance Tests for the Goods within ten days from the date of delivery to the Supplier of the proposed criteria and data.

6.2 The Supplier shall carry out the agreed Acceptance Tests for the Goods by the date specified in the Order or otherwise specified by the Customer. The Supplier shall carry out the agreed Acceptance Tests for the Goods unless the Customer notifies the Supplier that it will carry out the Acceptance Tests. The parties agree that the Customer accepts the Goods subject to the Supplier complying with the Customer's written instructions. If the Supplier fails to perform an Acceptance Test, the Customer may request a repeat test at any time after the Acceptance Test and at the Customer's expense. If the Supplier fails to perform the Acceptance Tests, the Customer may provide a written notice to the Supplier that the Goods shall no longer be deemed to be in accordance with the Contract.

6.3 If the Goods fail to pass the Acceptance Tests, the Customer shall provide a written notice to the Supplier that the Goods shall no longer be deemed to be fit for any purpose that the Customer expressly or impliedly makes known to the Supplier. The Supplier shall carry out any tests specified by the Customer and the Supplier shall, at its own expense, remedy any defects and deficiencies in the Goods and the relevant test(s) shall be repeated within a reasonable time.

6.4 If the Goods fail to pass any repeated Acceptance Tests within four weeks from the date of its submission to the Acceptance Tests, then the Customer may, by written notice to the Supplier, choose at its sole discretion:

(a) to fix (without prejudice to the Customer's other rights and remedies) any defects or deficiencies in the Goods, subject to the Customer's written instruction that it do so;
(b) to accept the Goods subject to such change of acceptance criteria, amendment of the Specification and/or reduction in the Price as, after taking into account all the relevant circumstances, is reasonable or justifiable;
(c) if the Supplier is unable to correct defects within a period of three months from the commencement of Acceptance Tests under Clause 6.2, to reject the Goods as not conforming with the Contract, in which event the Customer may terminate the Contract.

6.5 Acceptance of the Goods shall only be deemed to have occurred on the Customer's written certification that all the Acceptance Tests have been successfully completed.

7. CUSTOMER REMEDIES

7.1 If the Supplier fails to deliver the Goods and/or perform the Services by the applicable date, the Customer shall not be liable, without limiting other rights or remedies available to it, have one or more of the following rights:

(a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
(b) to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
(c) to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods and/or services from a third party,
to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided and/or Goods that it has not delivered; and
to claim damages for any additional costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier’s failure to meet such dates.

7.2 If the Goods are not delivered by the applicable date, the Customer may, at its option, claim or deduct 2% of the price of the Goods for each week’s delay in delivery by way of liquidated damages, up to a maximum of 20% of the total price of the Goods. The exercise of the Customer’s rights under this clause 7.2 shall be without prejudice to its rights and remedies set out in clause 7.1 in respect of the Goods’ late delivery.

7.3 If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 3.1, then, without limiting or affecting other rights or remedies available to it, the Customer shall have one or more of the following rights, whether or not it has accepted the Goods:
(a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
(b) to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier’s own risk and expense;
(c) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
(d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
(e) to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute goods from a third party; and
(f) to claim damages for any additional costs, loss or expenses incurred by the Customer arising from the Supplier’s failure to supply Goods in accordance with clause 3.1.

7.4 These conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.

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

8. CUSTOMER’S OBLIGATIONS
8.1 The Customer shall:
(a) provide the Supplier with reasonable access at reasonable times to the Customer’s premises for the purpose of providing the Services;
(b) provide such necessary information for the provision of the Services as the Supplier may reasonably request; and
(c) perform the obligations required to be performed by it as specified in the Order or otherwise agreed in writing by the Customer.

9. CHARGES AND PAYMENT
9.1 The price for the Goods:
(a) shall be the price set out in the Order, or otherwise agreed in writing by the Customer at the Commencement Date; and
(b) shall be exclusive of the costs of packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by the Customer.

9.2 The charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Customer, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

9.3 In respect of the Goods, the Supplier shall invoice the Customer on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice the Customer on completion of the Services. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.

9.4 In consideration of the supply of Goods and/or Services by the Supplier, the Customer shall pay the invoiced amounts within 30 days of receipt of a correctly rendered invoice to a bank account nominated in writing by the Supplier.

9.5 All amounts payable by the Customer under this clause 9.4 shall be exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.

9.6 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 9.6 will be calculated at 4% a year above the Bank of England’s base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

9.7 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow the Customer to inspect such records at all reasonable times on request.

9.8 The Customer may at any time, without notice to the Supplier, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. The Supplier shall be entitled to make such set-off.

10. INTELLECTUAL PROPERTY RIGHTS
10.1 Subject to clause 10.2 and unless otherwise specified in the Order, the Supplier hereby assigns to the Customer, with full title guarantee and free from all third party rights, the Intellectual Property Rights and all other rights in the products of the Services (including the Deliverables).

10.2 The Supplier shall, promptly at the Customer’s request, do or procure to be done all such further acts and things and the execution of all such other documents as the Customer may from time to time require for the purpose of securing for the Customer the full benefit of this agreement, including all right, title and interest in and to the Intellectual Property Rights and all other rights in the Services (including the Deliverables).

10.3 All Background Intellectual Property shall remain the exclusive property of the party owning them (or, where applicable, the third party from whom its right to use the Background Intellectual Property has derived).

10.4 The Supplier shall notify the Customer in writing and identify to the Customer, any Background Intellectual Property owned by or licensed to the Supplier (Supplier Background Intellectual Property) that the Supplier wishes to use in connection with the Services (including the Deliverables).

10.5 The Supplier grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free, perpetual and irrevocable licence (including the right to sub-licence) to use such Supplier Background Intellectual Property as may be required by the Customer for the purpose of receiving and using the Services and the Deliverables.

10.6 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer.

10.7 All Customer Materials are the exclusive property of the Customer.

10.8 The Supplier warrants to the Customer that the use of the Services and the Deliverables in accordance with the Contract will not infringe the rights of any third party.

11. INDEMNITY
11.1 The Supplier shall indemnify the Customer against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation, interest payments, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Customer arising out of or in connection with:
(a) any claim made against the Customer for actual or alleged infringement of a third party’s Intellectual Property Rights arising out of, or in connection with, the manufacture, supply, use of the Goods, or receipt, use or supply of the Services (excluding the Supplier Materials);
(b) any claim made against the Customer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered, or the Deliverables; and
(c) any claim made against the Customer by a third party arising out of or in connection with the supply of the Goods, as delivered, or the Services.

12. INSURANCE
12.1 During the term of the Contract and for a period of 2 years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on the Customer’s request, produce both the insurance certificate giving details of cover and the receipt for the current year’s premium in respect of each insurance.

13. DATA PROTECTION
13.1 Both parties will comply with all applicable requirements of Applicable Data Protection Laws. This clause 13 is in addition to, and does not relieve, remove or replace, a party’s obligations or rights under Applicable Data Protection Laws.

13.2 The Supplier will process personal data in accordance with the purposes for which the Applicable Data Protection Laws, the Customer is the controller and the Supplier is the processor. The Order sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the categories of personal data and the purposes.

13.3 Without prejudice to the generality of clause 13.1, the Supplier shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under the Contract:
(a) process that personal data only on the documented written instructions of the Customer unless the Supplier is required by Applicable Laws to otherwise process that personal data. Where the Supplier is relying on Applicable Laws as the basis for processing personal data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless the Applicable Laws prohibit the Supplier from so notifying the Customer;
(b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
(c) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
(d) not transfer any data outside the UK unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled: (i)
16.2 Termination or expiry of the Contract shall not affect the parties' rights and
claims damages in respect of any breaches of the Contract which existed at or
before the date of termination or expiry.
16.3 Any provision of the Contract that expressly or by implication is intended to
come into or continue in force on or after termination or expiry of the Contract
shall remain in full force and effect.
17. FORCE MAJEURE
Neither party shall be in breach of the Contract nor liable for delay in performing,
or failure to perform, any of its obligations under it if such breach or failure results
from events, circumstances or causes beyond its reasonable control. If the period of delay
or non-performance continues for 6 weeks, the party not affected may terminate this
agreement by giving 30 days' written notice to the affected party.
18. ANTI-BRIBERY
18.1 The Supplier shall:
(a) comply with all applicable laws, statutes, regulations, and codes relating to
anti-bribery and anti-corruption including but not limited to the Bribery Act 2010
(Relevant Requirements);
(b) not engage in any activity, practice or conduct which would constitute an
offence under sections 1, 2 or 4 of the Bribery Act 2010 if such activity, practice
or conduct had been carried out in the UK;
(c) comply with the Customer's Anti-bribery and Anti-Corruption Policies (referred
to in schedule 2) in each case as the Customer may update them from time to
time (Relevant Policies);
(d) have and shall maintain in place throughout the term of the Contract its own
policies and procedures, including adequate procedures under the Bribery Act
2010, to ensure compliance with the Relevant Requirements, the Relevant
Policies and clause 18.1(b), and will enforce them where appropriate;
(e) promptly report to the Customer any request or demand for any undue financial
advantage or benefit and the Supplier shall cooperate fully in connection with
the performance of the Contract;
(f) immediately notify the Customer (in writing) if a foreign public official becomes
an employee or officer of the Supplier or acquires a direct or indirect interest in
the Supplier and the Customer understands that it has no foreign public officials as
direct or indirect owners, officers or employees at the date of the Contract;
(g) within 2 months of the Commencement Date, and annually thereafter, certify to
the Customer in writing signed by an officer of the Supplier, compliance with this
clause 18 by the Supplier and all persons associated with it under clause 18.2;
The Supplier shall provide such supporting evidence of compliance as the
Customer may reasonably request.
18.2 The Supplier shall ensure that any person associated with the Supplier who is
performing services in connection with the Contract does so on only the basis of
a written contract which imposes on and secures from such person terms
and conditions equivalent to those imposed on and required of the Supplier in this
clause 18 (Relevant Terms). The Supplier shall be responsible for the observance and
performance by such persons of the Relevant Terms, and shall be directly liable to
the Customer for any breach or non-performance of any of the Relevant Terms.
18.3 Breach of this clause 18 shall be deemed a material breach under clause 15.
18.4 For the purpose of this clause 18, the meaning of adequate procedures and
foreign public official and whether a person is associated with another person
shall be determined in accordance with section 7(2) of the Bribery Act 2010
(any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of
that Act and section 8 of that Act respectively. For the purposes of this clause
18 a person associated with the Supplier includes any subcontractor of the
Supplier.
19. COMPLIANCE WITH ANTI-SLAVERY AND HUMAN TRAFFICKING LAWS
19.1 In performing its obligations under the Contract, the Supplier shall:
(a) comply with all applicable anti-slavery and human trafficking laws, statutes,
regulations and codes from time to time in force including the Modern Slavery
Act 2015; and
(b) 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.
(c) include in contracts with its direct subcontractors and suppliers provisions which
are at least as onerous as those set out in this clause 19.
(d) notify the Customer as soon as it becomes aware of any actual or suspected
slavery or human trafficking in a supply chain which has a connection with the
Contract.
(e) maintain a complete set of records to trace the supply chain of all Goods and
Services provided to the Customer in connection with the Contract; and permit
the Customer and its third party representatives to inspect the Supplier's
premises, records, and to meet the Supplier's personnel to audit the Supplier's
compliance with its Anti-Slavery and Human Trafficking Policy.
(f) inform the Customer (in writing) if a foreign public official becomes an employee
or officer of the Supplier or acquires a direct or indirect interest in the
Supplier and the Customer understands that it has no foreign public officials as
direct or indirect owners, officers or employees at the date of the Contract;
(g) within 2 months of the Commencement Date, and annually thereafter, certify to
the Customer in writing signed by an officer of the Supplier, compliance with this
clause 19 by the Supplier and all persons associated with it under clause 19.2;
The Supplier represents and warrants that at the Commencement Date it has not
been convicted of any offence involving slavery and human trafficking; nor
has it been the subject of any investigation, inquiry or enforcement proceedings
relating any offence or alleged offence of or in connection with slavery and
human trafficking.
19.2 The Supplier may terminate the Contract with immediate effect by giving
written notice to the Customer if the Supplier commits a breach of this clause 19.
20. EXPORT CONTROL
20.1 Neither party shall export, directly or indirectly, any technical data acquired
from the other party under this agreement, to any person, including software,
involving any such data) in breach of any applicable laws or regulations
(Export Control Laws), including United States export laws and regulations, to
any country for which the United States or any other government or any agency
thereof at the time of export requires an export licence or other governmental
approval without first obtaining such licence or approval.
20.2 Each party undertakes:
22.3 Severance.

22.7 Third party rights.

(a) Any notice or other communication given to a party under or in connection with
(b) The Supplier shall not assign, transfer, mortgage, charge, subcontract,

22.1 Assignment and other dealings.

(a) any chemical or hazardous material otherwise restricted pursuant to European
(b) if requested, to provide the other party with any reasonable assistance, at the

9170 0002 Issue 3    Page 4 of 5

22.2 Assignment and other dealings.

(a) The Customer may at any time assign, mortgage, charge, subcontract,
(b) The Supplier shall not assign, transfer, mortgage, charge, subcontract,

22.2 Notices

(a) Any notice or other communication given to a party under or in connection with
(b) A notice or other communication shall be deemed to have been received:

22.3 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 or deletion of a provision or part-provision under this clause
shall not affect the validity and enforceability of the rest of the Contract.

22.4 Waiver. A waiver of any right or remedy under the Contract by or in favour of
the Supplier shall be in writing and signed by the Supplier. A waiver of any such
right or remedy is not a waiver of any other right or remedy, nor shall it prevent
or restrict any further exercise of that or any other right or remedy.

22.5 No partnership or agency. Nothing in the Contract is intended to, or shall be
defined to, establish any partnership or joint venture between the parties,
constitute either party the agent of the other, or authorise either party to make or
enter into any commitment on behalf of the other party.

22.6 Entire agreement. The Contract constitutes the entire agreement between
the parties and supersedes and extinguishes all previous agreements, promises,
asurances, warranties, representations and understandings between them,
whether written or oral, relating to its subject matter.

22.7 Third party rights. Unless it expressly states otherwise, the Contract does not
give rise to any rights under the Contracts (Rights of Third Parties) Act 1999
to enforce any term of the Contract. The rights of the parties to rescind or vary
the Contract are not subject to the consent of any other person.

22.8 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.

22.9 Termination. These rights are drafted in the English language. If the
Contract is translated into any other language, the English language version
shall prevail. Any notice given under or in connection with the Contract shall be
in the English language. Any communications provided under or in connection
with the Contract shall be in the English language, or accompanied by a
certified English translation. If such document is translated into any other
language, the English language version shall prevail unless the document is a
notarised or other official document.

22.10 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.

22.11 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
DEFINITIONS AND INTERPRETATION

1. The following definitions and rules of interpretation apply in these conditions.

1.1 Definitions;

Acceptance Tests: the tests of the Goods to determine whether the Goods comply
with their Specification to be agreed in accordance with Clause 6.1.

Applicable Data Protection Laws: means: (a) To the extent the UK GDPR applies,
the law of the United Kingdom or a part of a United Kingdom which relates to the
protection of personal data; (b) To the extent the EU GDPR applies, the law of the
European Union or any member state of the European Union to which the Supplier is
subject, which relates to the protection of personal data.

Applicable Laws: means: (a) To the extent the UK GDPR applies, the law of
the United Kingdom or of a part of United Kingdom; (b) To the extent EU GDPR
applies, the law of the European Union or any member state of the European Union to
which the Supplier is subject.

Background Intellectual Property: any Intellectual Property Rights that are used
in the course of or in connection with the provision of the Services that were: (a)
created and/or developed independently of the Contract; and/or (b) created and/or
developed before the effective date of the Contract.

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

Commencement Date: has the meaning given in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance
with clause 22.8.

Confidential Information: information of commercial value, in whatever form or
medium, disclosed by the party to the other party, including commercial or technical
know-how, technology, information pertaining to business operations and strategies,
and, for clarity, including (in the case of the Customer’s information), information
pertaining to customers, pricing and marketing information, specifications or other
requirements relating to the Goods or the Deliverables, inventions, processes or
initiatives which are of a confidential nature and have been disclosed to the Supplier by
the Customer or its agents.

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

Control: has the meaning given in section 126 of the Corporation Tax Act 2010,
and the expression change of control shall be construed accordingly.

Customer: The Gill group company named in the Order.

Customer Materials: has the meaning set out in clause 5.3(k).

Deliverables: all documents, products and materials developed by the Supplier or its
agents, contractors and employees as part of or in relation to the Services in any
form or media, including drawings, maps, plans, diagrams, designs, pictures, computer
programs, data, specifications and reports (including drafts).


Goods: the goods (or any part of them) set out in the Order.

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

Intellectual Property Rights: patents, rights to inventions, copyright and related rights,
trade marks, trade names and domain names, rights in computer software,
including programs, database rights, rights to use, and protect the
confidentiality of, confidential information (including know-how and trade secrets),
and all other intellectual property rights, in each case whether registered or unregistered
and including all applications and rights to apply for and be granted, renewals or
extensions of, and rights to claim priority from, such rights and all similar or equivalent
rights or forms of protection which subsist or will subsist now or in the future in any
part of the world.

Mandatory Policies: the Customer’s business policies listed in the Schedule and as
amended from time to time.

Order: the Customer’s order for the supply of Goods and/or Services, as set out in the
Customer’s purchase order form, or in the Customer’s written acceptance of
the Supplier’s quotation, or oral, as the case may be.

Services: the services, including any Deliverables, to be provided by the Supplier
under the Contract as set out in the Service Specification.

9170 0002 Issue 3
Service Specification: the description or specification for Services agreed in writing by the Customer and the Supplier.
Supplier: the person or firm from whom the Customer purchases the Goods and/or Services.
UK GDPR: has the meaning given to it in the Data Protection Act 2018.

1.2. Interpretation:
(a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
(b) A reference to a party includes its personal representatives, successors and permitted assigns.
(c) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
(d) 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.
(e) A reference to writing or written includes fax and email.
(f) References to controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures have the meanings given to them in the UK GDPR.

Schedule 2

MANDATORY POLICIES

The Mandatory Policies are:
• Modern Slavery and Human Trafficking Policy.
• Corporate and Social Responsibility Policy.
• Anti-Bribery and Anti-Corruption Policy.
• Ethics Policy.
• Data and Privacy Policy.