W.G.M (ENGINEERING) LIMITED STANDARD TERMS & CONDITIONS
FOR THE PURCHASE OF GOODS & SERVICES
June 2023

1 DEFINITIONS

1.1 In these Conditions, the following definitions shall apply:

1.1.1 'Customer' means W.G.M (Engineering) Ltd.

1.1.2 'Conditions' means these terms and conditions for the purchase of Goods and/or Services unless a separate subcontract or sub-consultancy agreement is in place, as indicated in the Order;

1.1.3 'Contract' means a contract to supply Goods and/or Services pursuant to an Order incorporating these Conditions.

1.1.4 'Data Protection Laws' means all applicable laws relating to the processing, privacy and/or use of personal data, including but not limited to the General Data Protection Regulation, Regulation (EU) 2016/679, as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time) and the Data Protection Act 2018;

1.1.5 'Goods' means the goods to be supplied by the Supplier as specified in the Order.

1.1.6 'Incoterms' means the international Commercial Terms as published by the international Chamber of Commerce from time to time.

1.1.7 'Intellectual Property Rights' means all patents, registered designs, trademarks and service marks (whether registered or not), copyright/design rights and any similar property rights whether registered or unregistered and including all applications for and renewals or extensions of such rights and all similar or equivalent rights or forms of protection in any part of the world.

1.1.8 'Order' means the order from the Customer to the Supplier for the supply of Goods and/or Services in such form as the Customer may determine from time to time.

1.1.9 'Retention' means a deduction from each of the Supplier's applications for payment, to be released by the Customer on the satisfactory completion of the Services

1.1.10 'Services' means the work and/or services as set out in the Order.

1.1.11 'Supplier' means the person, firm or company to whom the Order is issued.

1.2 In the event of a conflict between the Order and these Conditions, the terms of the Order shall take precedence over these Conditions.

2 THE CONTRACT

2.1 Subject to Clause 1.2, these Conditions shall apply to the Contract to the exclusion of any other terms or conditions contained or referred to in any order, letter, form of contract, delivery note, invoice or other communication between the Supplier and the Customer whether oral or written (including any conditions that Supplier purports to apply) or which are implied by law, trade, custom, practice or course of dealing.

2.2 No variation of the Contract shall be effective unless agreed in writing by the Customer and the Supplier.

2.3 The Supplier shall sell and/or perform and the Customer shall purchase Goods and/or Services as may be ordered by the Customer in an Order in accordance with these Conditions.

2.4 The Supplier shall be responsible for any errors or omissions in any drawings, calculations, packing details or other particulars supplied by the Supplier, whether such information has been reviewed or approved by the Customer or not, provided that such errors or omissions are not due to inaccurate information furnished in writing by the Customer.

2.4.1 The Supplier will at its own expense prepare and submit for customer approval samples, drawings or other documents as requested by the Customer. Once samples, drawings or other documents have been approved they will not be altered without prior agreement of the Customer and the Supplier will supply the Goods and/or Services strictly in accordance therewith.

2.5 The Customer may at any time instruct the Supplier to suspend performance of the Contract or part thereof and during such suspension the Supplier shall store, preserve and protect and otherwise secure the Goods and/or any deliverables so as to ensure no damage occurs to it. Any additional reasonable costs incurred by the Supplier in complying with an instruction to suspend shall be added to the price to be paid by the Customer. Providing a period of 30 days has elapsed from the date on which the Customer instructed the Supplier to suspend performance of the Contract, the Supplier shall be entitled to payment in respect of the Work completed at the date of suspension, but payment shall not be made until the Seller has marked and set aside the material and/or Works as belonging to the Customer. If the period of suspension continues for a period in excess of 120 days from the date on which the Customer instructed the Supplier to suspend performance of the Contract then either party may by giving notice in writing to the other terminate the Contract and upon termination the Supplier shall be entitled to be paid in respect of material and/or Work completed at the date of termination and the amount of any expense reasonably incurred by the Supplier in the expectation of performance of the Contract.

3 SUPPLY OF GOODS & SERVICES

3.1 The Goods and/or Services shall be delivered and/or performed in accordance with the Contract. Time shall be of the essence with regards to dates specified by the Customer for delivery of Goods and/or performance of Services.

3.2 The Supplier shall ensure that at all times it (and any sub-contractors):

3.2.1 has and maintains all the licences, authorisations, consents and permits that it and its workers need to carry out its obligations under the Contract; and

3.2.2 shall abide by the relevant, laws, rules, regulations and codes of practice governing the supply of the Goods and/or performance of the Services; and

3.2.3. comply with the Customer's or, where relevant, the Customer's client's policies, regulations and procedures (and, in particular, site rules and procedures) as applicable to the Goods and/or Services.

3.2.4 Unless, agreed to the contrary the Supplier will at its own expense manufacture patterns, tooling, moulds or other equipment to enable it to produce the materials ordered. All patterns, tooling, moulds or other equipment manufactured at the Customer's expense will remain the property of the Customer and be returnable on request. The Supplier will insure and maintain such items in good order and condition and will not without the Customer's prior written agreement: copy, loan or disclose to a third party save for the purpose of supplying the Goods and/or Services in accordance with the Contract.
3.3 The Supplier shall ensure that the Goods and any deliverables in the Services:
3.3.1 correspond with their specification, descriptions, drawings and/or samples (if any) and supply certificates or origin and test certificates for raw materials.
3.3.2 are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended);
3.3.3 are fit for any purpose held out by the Supplier or made known to the Supplier by the Customer expressly or by implication (and in this respect the Customer relies on the skill and judgement of the Supplier);
3.3.4 are free from defects in design, material and workmanship; and
3.3.5 are properly packaged and secured against damage, contamination and deterioration so as to reach the delivery point in good condition under normal transport conditions. No single use plastic should be used in packaging and use may result in rejection of delivery.
3.4 All Goods must be delivered to the delivery point specified in the Order during normal working hours or as specifically agreed with the customer. Normal working hrs are 8.00am – 4.30pm Mon – Thurs and 8.00am – 1.00pm Fri, all goods must be accompanied by a delivery note which shows the Order number and details of the Goods being delivered. The Customer may refuse delivery of Goods not so delivered.
3.5 The Customer shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect them following delivery, or, in the case of a latent defect in the Goods, until a reasonable time after the latent defect has become apparent.
3.6 At least 14 days prior to delivery of any Goods all information held by or available to the Supplier regarding any potential hazards known or believed to exist in the transportation, handling or use of the materials supplied shall be communicated to the Customer.
3.7 Where Goods are hazardous, the Supplier shall mark all hazardous Goods with international danger symbol(s) and display the name of the material in English, include a declaration of hazard (in English) in all transport and other documents and provide emergency information in English.
3.8 The latest edition of Incoterms shall apply to all purchases from overseas. Where there is any conflict between the Contract and the Incoterms, the Contract shall prevail.
3.9 The Supplier shall provide the Services to the Customer in accordance with the Contract, including but not limited to the service specification and any service levels, and shall:
3.9.1 co-operate with the Customer in all matters relating to the Services, and comply with the Customer's instructions;
3.9.2 act diligently and in an efficient and commercial manner with the reasonable skill and care to be expected of a supplier experienced in providing similar services to the Services and in accordance with good industry practice and all applicable codes of practice;
3.9.3 use sufficient employees, agents and sub-contractors, with appropriate experience and qualifications to ensure satisfactory and professional provision of the Services and shall ensure that all workers have the right to work in the territory in which the Services are being performed;
3.9.4 provide all equipment, tools and vehicles and such other items as are required to provide the Services; and
3.9.5 use good quality goods, materials, standards and techniques, and ensure that the deliverables of the Services and all goods and materials supplied and used in the Services are free from defects in workmanship, installation and design.
3.10 Any completion or acceptance tests for Services shall be carried out by the Supplier in the presence of the Customer in accordance with the provisions of the Contract (or, if not so specified, at a time to be agreed with the Customer). The Supplier shall quickly carry out to the Customer's reasonable satisfaction any necessary remedial work in respect of the Services or any part thereof failing to pass such tests.

4 TITLE AND RISK

4.1 Subject only to Clause 4.2, property and risk in the Goods shall pass to the Customer on delivery but without prejudice to any right of rejection which may accrue to the Customer under the Contract or at law.
4.2 Where the Customer provides any materials to the Supplier for incorporation into the Goods and/or Services they shall remain the property of the Customer but shall be at the risk of the Supplier during the period they remain in the Supplier's possession. The Supplier shall maintain all such materials in good order and condition and shall use them solely in accordance with the Contract.
4.3 Where the Customer agrees to make an advance payment to the Supplier the Customer may at its discretion require the Supplier to provide a guarantee from a surety acceptable to the Customer to secure the amount of the advance payment. All materials purchased under an advance payment agreement should be clearly marked with the Customer name and Purchase order number. The Supplier shall transfer legal title to and property in such materials to the Customer free from all liens, charges and encumbrances.

5 SITE REGULATIONS AND SAFETY

5.1 The Supplier shall ensure that it has been supplied with a copy of the Customer's rules regarding health and safety (as appropriate) and shall ensure that its employees, contractors and agents attend the relevant site induction(s) prior to commencing any Services on a Customer site or the Customer's client's site ('Site') and on a regular basis thereafter as required by the Customer.
5.2 Whilst on the Site, the Supplier shall comply with:
5.2.1 any health and safety measures implemented by the Customer or the Customer's client in respect of any person working on that Site, including but not limited to providing its employees, contractors and agents with the appropriate personal protective equipment; and
5.2.2 the requirements of the Health and Safety at Work etc. Act 1974, Construction (Design and Management) Regulations 2015 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to staff and other persons working on the Site in the performance of the Contract.

5.3 The Supplier shall:
5.3.1 be responsible for the suitability and safety of its equipment, tools and vehicles used in relation to the Contract and no equipment shall be used which may be unsuitable, unsafe or liable to cause damage or injury; and
5.3.2 ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Customer on request.
5.4 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of the Contract. The Customer shall promptly notify the Supplier of any health and safety hazards that exist at the Site that may affect the Supplier in the performance of the Contract.
5.5 The Supplier shall notify the Customer immediately in the event of any incident occurring in the performance of the Contract on the Site where that incident causes any personal injury or damage to property that could give rise to personal injury.
5.6 The Supplier is deemed to have understood the nature and extent of any Services and to have visited the Site and shall make no claim founded on the Supplier's failure to do so. The Customer shall, on request of the Supplier, grant such access as may be reasonable for this purpose.
5.7 The Customer shall have the right to require the removal from Site of any employee, contractor or agent of the Supplier who:
5.7.1 has failed to comply with the applicable Site rules; or
5.7.2 has, in the opinion of the Customer, misconducted himself/herself, or has been negligent or incompetent; or
5.7.3 is prejudicial to health and/or safety,
and any such person shall not again be employed on the Site without the permission of the Customer.
5.8 The Customer reserves the right to require the Supplier to attend a meeting with the Customer to review the Supplier's compliance with this Clause 5 and the Supplier shall comply with such requirement.
5.9 The Supplier agrees that non-compliance with its obligations under this Clause 5 constitutes a material breach of the Contract.
5.10 The Supplier shall remove all rubbish progressively from the Site unless otherwise instructed by the Customer. The Supplier shall be responsible for such rubbish and must comply with any statutory regulations including the Environment Protection Act 1990 dealing with waste disposal.
5.11 On completion of the Services the Supplier shall remove from the Site all constructional plant, accommodation, rubbish and temporary works of every kind and leave the Site in a clean and workmanlike condition to the satisfaction of the Customer.
5.12 Without prejudice to its other rights and remedies, where the Supplier fails to carry out its obligations under Clauses 5.10 and/or 5.11 the Customer shall be entitled to set off from the monies otherwise payable to the Supplier the costs incurred by the Customer in itself carrying out such activities.

6 PRICE & PAYMENT
6.1 The price for the Goods shall be the price set out in the Order and shall be inclusive of the costs of packaging, insurance and carriage, unless otherwise specified in the Order.
6.2 The charges for the Services shall be set out in the Order. The amount and period of any Retention shall be stated in the Order.
6.3 No extra charges shall be effective unless agreed in writing and signed by the Customer with an updated purchase order or sub-contract issued.
6.4 VAT shall be charged by the Supplier and paid by the Customer at the applicable rate at the time the invoice was issued.
6.5 The Supplier may invoice the Customer any time after delivery of the Goods or completion of the Services in accordance with the Order and the Customer shall make payment for the Goods and/or Services, by electronic transfer, such payment to clear not later than Thirty (30) days from month end following receipt of a valid invoice by the Customer, unless alternative terms have been agreed in writing. All invoices should be rendered to the Customer by e-mail to accountspayable@wgmengineering.co.uk. The invoice must state the purchase order number and failure to do so may result in the invoice being rejected.
6.6 No partial deliveries should be made unless a specific agreement with the Customer's purchaser is in place.
6.7 The Supplier shall maintain complete and accurate records of time spent and materials used by the Supplier in providing the Services and the Supplier shall allow the Customer to inspect such records at all reasonable times on request.
6.8 Subject to the Supplier giving the Customer written notice that payment is overdue, the Supplier may charge interest on any unpaid, undisputed sum at a rate of 2% above the current Bank of England base lending rate, such interest to accrue from the due date for payment until payment in full is made. The Supplier agrees this is a substantial remedy in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended.
6.9 Prior to commencing legal proceedings in respect of a disputed invoice, the parties shall use reasonable endeavours to resolve such dispute by escalating it to the appropriate senior officer of each party with authority to agree a resolution who shall meet as soon as reasonably practicable following receipt of a notice under Clause 6.7 above. Whenever any sum of money shall be recoverable under the Contract from or payable by the Supplier, the same may be deducted from any sum then due, or which at any time thereafter may become due, to the Supplier under the Contract or under any other contract with the Customer.

7 CUSTOMER REMEDIES
7.1 If the Supplier fails to deliver the Goods and/or perform the Services by the applicable date or has delivered Goods or performed Services that do not comply with the undertakings set out in clause 3, the Customer shall, without limiting its other rights or remedies, have one or more of the following rights, whether or not the Customer has accepted the Goods and/or Services:
7.1.1 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, with a full refund provided by the Supplier;
7.1.2 to require the Supplier to repair or replace the rejected Goods or reperform the Services;
7.1.3 to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;

7.1.4 to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods and/or services from a third party;
7.1.6 to terminate the Contract with immediate effect by giving written notice to the Supplier; and
7.1.7 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 supply in accordance with this Contract.
7.2 If the Goods are not delivered by the applicable date or the Services are not completed in accordance with the programme set out in the Order, the Customer may, at its option, claim or deduct 2% of the price of the Goods or Services specified in the Contract for each week's delay in delivery by way of liquidated damages, up to the maximum of 20% of the total Contract price.
7.3 Without prejudice to any rights and remedies that the Customer may have, the Supplier shall make good, free of charge, any defect in the Goods and/or Services which may occur within twelve months of use or eighteen months after delivery, whichever expires first.
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 this Contract are in addition to its rights and remedies implied by statute and common law.

8 CONFIDENTIALITY

8.1 A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.

9 INTELLECTUAL PROPERTY

9.1 In respect of the Goods and any deliverables of the Services that are transferred to the Customer under this Contract, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to the Customer, it will have full and unrestricted rights to sell and transfer all such items to the Customer.
9.2 The Supplier assigns to the Customer, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the Goods or the Services, including the deliverables.
9.3 The Supplier shall, promptly at the Customer's request, do (or procure to be done) all such further acts and things and execute all such other documents as the Customer may from time to time require to secure for the Customer the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to the Customer in accordance with clause 9.2.
9.4 Any specifications, plans, software, process know-how, drawings, patterns, design or any information (howsoever recorded) supplied by the Customer to the Supplier in connection with the Contract shall remain the property of the Customer.

10 TERMINATION

10.1 The Customer may cancel the Contract at any time without prior notice and the Customer shall pay the Supplier such a sum as may be equitable for direct and irrecoverable costs incurred by the Supplier in respect of the Goods procured and/or Services performed prior to cancellation, subject always to the Supplier mitigating such costs to the maximum extent possible.
10.2 If the Supplier:
10.2.1 commits a breach of the Contract and fails within ten days of notice by the Customer to rectify the breach; or
10.2.2 commits a material breach of the Contract which is incapable of remedy; or
10.2.3 ceases or threatens to cease to carry on business or suspends all or substantially all of it operations or payment of its debts or becomes unable to pay its debts or becomes insolvent or (being a Company) makes an arrangement with its creditors or has a liquidator or a receiver appointed or commences to be wound up (other than for the purpose of amalgamation or reconstruction),
the Customer may, without prejudice to any other of its rights, terminate the Contract forthwith by notice to the Supplier.
10.3 Upon termination for whatever reason, the Customer shall be entitled to enter the premises where the Goods are situated and take possession of the Goods and any materials the property in which has passed to or is vested in the Customer.
10.4 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.
10.5 Clauses 7, 8, 9, 10, 11, 14, 15 and 16 and any other clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

11 INDEMNITY

11.1 The Supplier shall indemnify and keep indemnified the Customer and any group company of the Customer against all liabilities, costs, expenses, damages and losses suffered incurred by the Customer as a result of or in connection with:
11.1.1 any claim made against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
11.1.2 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 Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and

11.1.3 any claim made by the Customer or against the Customer by a third party arising out of or in connection with the supply of the Goods or the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.

12 INSURANCE

12.1 The Supplier shall take out and maintain in force, with a reputable insurance company, in respect of its obligations and liabilities under the Contract (including but not limited to motor vehicle, property damage, pollution liability, product liability, employer's liability, public liability, Contract Works insurance and professional indemnity insurance where appropriate, and all insurances required by law) providing cover consistent at least with best industry practice of suppliers of goods and services similar to the Goods and Services 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.

12.2 Should the Supplier fail to produce satisfactory evidence that there is in force the necessary insurances required under the Contract, the Customer may effect and keep in force these necessary insurances and pay such premiums as may be required for that purpose. The Customer shall from time to time deduct the amount paid by the Customer from any monies due or which become due to the Supplier or recover the same as a debt due from the Supplier.

12.3 The Supplier shall insure in the joint names (or have an indemnity to principals clause) of the Supplier and the Customer the whole and every part of the Goods, Services and the Supplier's equipment used in the performance of the Services at full replacement value against loss or damage from any cause arising with insurers and in terms approved by the Customer, shall procure that the Customer's interest is noted on the policy of insurance (unless an indemnity to principals clause is included) and shall maintain that insurance in full force and effect until the Good and Services shall have been accepted by the Customer and for six years after the Services have been accepted by the Customer with respect to insurance of Services.

13 COMPLIANCE WITH LAWS & POLICIES

13.1 The Supplier shall comply with, and have in place adequate procedures to prevent any breach of, all applicable laws, statutes, regulations, and codes including but not limited to the Bribery Act 2010, the Criminal Finances Act 2017 and the Modern Slavery Act 2015 and shall comply with the Customer's policies and procedures of which it has been made aware, including without limitation the Customer's Ethics, Anti-Bribery and Corruption, Anti-Facilitation of Tax Evasion and Anti Slavery & Human Trafficking Policies and The Ethical Trading Initiative (ETI) and its nine (9) principles.

13.2 The Supplier shall not engage in any activity, practice or conduct which would constitute:

13.2.1 an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

13.2.2 either a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017 or a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017; or

13.2.3 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.

13.3 For the purposes of this clause 13, the terms 'Controller', 'Processor', 'Personal Data' and shall have the meanings given to them in the applicable Data Protection Laws from time to time.

13.4 The parties agree that the Customer is a Controller and that the Supplier is a Processor for the purposes of processing Personal Data pursuant to this Agreement. The Supplier shall, and shall ensure any sub-Processors and each of the Supplier personnel shall, at all times comply with all Data Protection Laws in connection with the processing of Personal Data and the provision of the Services. Nothing in this Agreement relieves the Supplier of any responsibilities or liabilities under Data Protection Laws.

13.5 The Supplier shall only process the Personal Data in accordance with the Contract and the Customer's written instructions from time to time except where otherwise required by law (and in such a case shall inform the Customer of that legal requirement before processing, unless the applicable law prevents it doing so on important grounds of public interest). The Supplier shall immediately inform the Customer if any instruction relating to the Personal Data infringes or may infringe any Data Protection Law. The Supplier shall retain records of all instructions relating to the Personal Data received from the Customer.

13.6 The Supplier shall at all times implement and maintain appropriate technical and organisational measures to protect Personal Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

13.7 The Supplier shall (at its own cost and expense):

13.7.1 promptly provide such information and assistance (including by taking all appropriate technical and organisational measures) as the Customer may require in relation to the fulfilment of the Customer's obligations to respond to requests for exercising the Data Subjects' rights under the applicable Data Protection Laws; and

13.7.2 provide such information, co-operation and other assistance to the Customer as the Customer reasonably requires (taking into account the nature of processing and the information available to the Supplier) to ensure compliance with the Customer's obligations under Data Protection Laws.

13.8 The Supplier shall not process and/or transfer, or otherwise directly or indirectly disclose, any Personal Data in or to any country or territory outside the United Kingdom without the prior written authorisation of the Customer.

13.9 The Supplier shall promptly make available to the Customer (at the Supplier's cost) such information as is reasonably required to demonstrate the Supplier's and the Customer's compliance with their respective obligations under this clause 13 and the Data Protection Laws.

13.10 The Supplier shall promptly (and in any event within 24 hours) notify the Customer if it suspects or becomes aware of any suspected, actual or threatened occurrence of any breach of Personal Data and provide all information as the Customer requires to report the circumstances to a Data Protection Supervisory Authority and to notify affected Data Subjects under Data Protection Laws.

13.11 The Supplier shall without delay (and in any event within 3 days), at the Customer's written request, either securely delete or securely return all the Protected Data to the Customer in such form as the Customer reasonably requests after the earlier of the end of the

provision of the relevant Services related to processing of such Protected Data or once processing by the Supplier of any Protected Data is no longer required for the purpose of the Supplier's performance of its relevant obligations under the Contract, and securely delete existing copies (except to the extent that storage of any such data is required by applicable law and, if so, the Supplier shall inform the Customer of any such requirement).

13.12 Breach of this Clause 13 shall be deemed a material breach incapable of remedy under clause 10.2.2.

14 DISPUTE RESOLUTION

14.1 The parties shall use their reasonable endeavours to resolve any dispute in respect of the Contract through negotiation or mediation, and the dispute shall be referred to the WGM Head of Procurement and Supplier Director who will use all reasonable efforts to resolve the dispute within 14 days. If the dispute is not resolved, it shall then be referred to the managing director of each party who will attempt to resolve the dispute within 28 days of the dispute being referred to them.

14.2 If the parties are not able to resolve the dispute in accordance with Clause 14.1, the parties agree to enter into mediation (or adjudication in respect of disputes of a technical nature) in good faith to settle the dispute in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (ADR notice) to the other party to the dispute, referring the dispute to mediation. A copy of the ADR notice should be sent to CEDR. Unless otherwise agreed between the parties, the mediation will start not later than 28 days after the date of the ADR notice.

15 STATUS

15.1 The relationship of the Supplier to the Customer will be that of independent contractor and nothing in the Contract shall render them an employee, worker, agent or partner of the Customer and the Supplier shall not hold itself out as such.

15.2 This Contract constitutes a contract for the provision of services and not a contract of employment and accordingly the Supplier shall be fully responsible for and shall indemnify the Customer or any company in the Customer's group of companies for and in respect of the following:

15.2.1 any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where the recovery is not prohibited by law. The Supplier shall further indemnify the Customer against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Customer in connection with or in consequence of any such liability, deduction, contribution, assessment or claim other than where the latter arise out of the Customer's negligence or wilful default.

15.2.2 any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Supplier against the Customer arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission of the Customer.

15.3 The Customer may at its option satisfy such indemnity (in whole or in part) by way of deduction from payments due to the Supplier.

16 GENERAL

16.1 The Customer may at any time assign, transfer, novate, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

16.2 The Supplier may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Customer.

16.3 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by e-mail, pre-paid first class post or other next working day delivery service or commercial courier.

16.4 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 16.3; if sent by e-mail at 9.00 am on the next business day; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second business day after posting; or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

16.5 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

16.6 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

16.7 A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16.8 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

16.9 Subject to Clause 16.10, a person who is not a party to the Contract shall not have any rights to enforce its terms.

16.10 Any company in the Customer's group of companies shall be entitled to enforce the terms of the Contract.

16.11 The Contract and any dispute or claim arising out of or in connection with it (whether contractual or non-contractual in nature) shall in all respects be governed by and construed in accordance with Scots Law, and each of the parties irrevocably submits to the exclusive jurisdiction of the Scottish courts.