

**GRG WASTE UK LTD - GROUP TERMS AND CONDITIONS
GENERAL CONDITIONS**

Us/Our/We means the Supplier named on the Contract Details, and shall include the GRG Waste UK Group of companies including BKP Waste and Recycling Ltd (06778038), Chloros Environmental Ltd (06769936) Greenway Environmental Limited (00445352) and Novum Waste and Recycling Ltd (13342783).

You/Your means the Customer named on the Contract Details.

1.1 the following words and expressions shall have the following meanings unless otherwise stated:

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| Applicable Laws | means all applicable laws, statutes, regulations, edicts, by-laws, mandatory codes of conduct, mandatory guidelines, recommended guidance and recognised best practice, whether local, national or international or otherwise existing from time to time as may be applied within the jurisdiction of the United Kingdom. |
| Collection Address | the designated premises from which the Waste is to be collected and at which the Services will be performed, being the premises identified in the Contract Details. |
| Commencement Date | as set out on the Booking Form as the collection date |
| Contract | the agreement between Us and You for the supply of the Services, comprising these General Conditions, the Scope of Waste Service, Quotation Acceptance and Booking Form and the Credit Account Notification (if applicable). |
| Core Hours | between 7.30am and 5pm Monday to Friday and between 7.30am and 1pm on Saturdays. NB. Sundays and public holidays shall be subject to a surcharge and holding fees will be chargeable if the Delivery Facility is closed. |
| Credit Account Notification | written confirmation from Us confirming any credit terms to apply to You. |
| Delivery Facility | as set out on the Quotation Acceptance and Booking Form. |
| Data Protection Legislation | all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR (as defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018 ("DPA 2018"); the DPA 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended. |
| Equipment | as defined in clause 6. |
| Charges | the charges as set out on the Scope of Waste Services and payable by You for the supply of the Services in accordance with clause 7. |
| General Conditions | these terms and conditions as amended from time to time in accordance with clause 15.7. |
| Losses | means all liabilities, costs, expenses, damages |

and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, debt collection costs and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses).

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| Non-Core Hours | any times falling outside of Core Hours. |
| Payment Terms | As set out in the Quotation Acceptance and Booking Form |
| Services | the Waste collection and disposal services to be supplied by Us to You, the scope and specification of which is more fully described in the Scope of Waste Service. |
| Term | The duration of the period for which We supply the Services to You |
| Treatment/Treat | treatment in accordance with the Landfill (England and Wales) Regulations 2002 and other Applicable Laws, including but not limited to those in respect of Clinical Waste (as defined under the Controlled Waste Regulations 1992 (all as amended from time to time and where applicable) which includes a physical/chemical/thermal or biological process including sorting, that also changes the characteristics of the Waste and must do in order to reduce its hazardous nature, facilitate its handling or enhance its recovery. |
| Waste | the waste that We will collect from the Site for disposal, being only those categories of waste or waste streams specifically identified in the Scope of Waste Service (to the exclusion of all other forms or categories of waste) and/or as set out on the written description provided by You and/or as sampled by Us. |
| Waste Acceptance Criteria | means Our waste acceptance criteria as notified to You in writing, which maybe included in the Scope of Waste Services or other information sent to you in writing, which We may amend from time to time on notice to You. |

- 1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 A reference to a party includes its successors or permitted assigns.
- 1.4 A reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted.
- 1.5 A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- 1.6 A reference to writing or written includes faxes and e-mails.

2. OUR CONTRACT WITH YOU

- 2.1 These are the terms and conditions on which We supply the Services to You.
- 2.2 Please ensure that You read these General Conditions carefully and that You verify that the details set out in the

Quotation Acceptance and Booking Form are complete and accurate before You sign and return it to us.

3. CONTRACT TERM

- 3.1 The Contract shall commence on the Commencement Date and shall continue, for the duration of the period for which We carry out the Services to You.
- 3.2 Any quotation given by Us shall not constitute an offer, and shall be capable of amendment on notice at any stage.
- 3.3 The rate quoted allows for transport to site, disposal up to the said amount and up to one hour on site unless our quote states otherwise.
- 3.4 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, Credit Account Notification, invoice or other document or information issued by Us shall be subject to correction without any liability on Our part.
- 3.5 Our employees, contractors and agents are not authorised to make any representations or contractually binding statements concerning the Services other than as set out in this Contract.
- 3.6 The commencement of the performance of the Services shall constitute Your unqualified acceptance of the Contract Details and these General Conditions.

4. SUPPLY OF THE SERVICES

- 4.1 We shall supply the Services to You in all material respects during the Core Hours and in accordance with any relevant and specific provisions and regularity as set out in the Quotation Acceptance and Booking Form. If We agree as part of the Contract to perform the Services during Non-Core Hours, then such agreement shall be subject to a surcharge and any holding fees by reason of waste disposal facilities being closed.
- 4.2 We shall use all reasonable endeavours to meet any performance dates specified but any such dates shall be estimates only and time shall not be of the essence for performance of the Services. We shall be entitled to perform the Services in stages.
- 4.3 We shall have the right (but not the obligation) to make any changes to the Services which are necessary in order to comply with any Applicable Laws or safety requirements, or which otherwise do not materially affect the nature or quality of the Services, and we shall notify You in any such event.
- 4.4 We warrant to You that the Services will be provided using reasonable care and skill and in accordance with the Applicable Laws. We are regulated by the UK Environment Agency ("EA") and hold a waste carriers' licence and waste management licence.
- 4.5 We shall be under no obligation to provide the Services in respect of any waste which does not conform to the Waste Acceptance Criteria and the description of the Waste as set out in the Scope of Waste Service and We shall have the right to reject any Waste which We consider (at Our sole discretion) cannot be collected and/or transported and/or disposed of in a lawful manner, without risk to public health or without risk to the environment. In the event that We or Our operatives/drivers feel it is unsafe to carry out the Services, We reserve the right to abort works and to still charge You accordingly, advising You as soon as reasonably practicable.
- 4.6 We reserve the right to appoint subcontractors or agents to perform the Services on Our behalf.

5. YOUR WASTE DISPOSAL OBLIGATIONS (AS APPLICABLE AND DEPENDANT UPON THE SCOPE OF WASTE SERVICE)

- 5.1 You shall:
 - 5.1.1 either provide a full description of the Waste to Us and/or We can require You to provide a sample of the Waste in our sole discretion, not less than 7 days before the date on which We are due to collect or accept the Waste so that We can test it for conformity with the description provided;

- 5.1.2 remain responsible for the Waste until such time as it is received and accepted at the Delivery Facility;
- 5.1.3 ensure that the Waste which We are instructed to collect at the Site and dispose of conforms to the Waste Acceptance Criteria and the definition of Waste as set out in the Contract and all Applicable Laws, has received Treatment (as applicable) and is identified, classified, segregated, packaged and labelled in accordance with Applicable Laws including the requirements of the EU agreement concerning the international carriage of dangerous goods by road;
- 5.1.4 if We are caused to collect and remove any Waste from the Site which is in breach of clause 5.1.3, hold Us indemnified against all Losses which We may suffer or incur in consequence thereof (including but not limited to the costs associated with the removal, Treatment, making safe, repackaging, special handling, making good any leakage or contamination that may have occurred, the cleaning of Our equipment and the lawful disposal of such waste) and You acknowledge and agree that We shall be authorised at Your cost and expense (which cost and expense shall be payable by You upon Your receipt of Our written demand) Treat any such Waste removed from the Site which We reasonably believe has not received Treatment by You. We reserve the right to both reject the Waste if it is in breach of clause 5.1.3 and return it to You (at Your cost) or with Your consent and at Your cost, We will source another disposal route for the Waste;
- 5.1.5 be responsible (at Your cost) for preparing the Site to ensure that all necessary access and facilities reasonably required by Us, are made available so that We may provide the Services. Where applicable a suitable means of loading our vehicles (e.g. forklift) should be available. If We are prevented from carrying out the Services because no such preparation has been carried out, then We may delay the provision of the Services and/or levy additional Charges. We also reserve the right to make additional Charges if We are required to wait at either the Site or the Delivery Facility. You shall also be responsible for providing Us with details of any restrictive access so We can ensure the correct vehicle is utilised for the job and to advise of any specific size couplings, adaptors etc to ensure they are available.
- 5.1.6 provide to Us the correct European Waste Code ("EWC") code for Waste to be transported under and a completed Waste Declaration Form at the time of booking and prior to commencement of the Services;
- 5.1.7 supervise the first visit to a site and sign off Our paperwork upon completion;
- 5.1.8 in respect of each individual collection of Waste, ensure that Your representative is available to sign any document reasonably requested by Us (including to confirm that the Waste complies with relevant Applicable Laws and the Waste Acceptance Criteria
- 5.1.9 provide us, Our employees, agents, consultants and subcontractors, with unrestricted access to the Site and other facilities as We may reasonably require for the purposes of providing the Services and at the times agreed for the provision of the Services;
- 5.1.10 provide Us with such information and materials as We may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects, including but not limited to providing all necessary information to enable the relevant EA consignment note and work tickets to be set up prior to provision of the Services;
- 5.1.11 obtain and maintain all necessary licences, registrations, permissions and consents which may be required under Applicable Laws before the date on

which the Services are to start and which are required in order for Us to provide the Services;

5.1.12 comply with all Applicable Laws including, ensuring that all Waste and Our Equipment is stored (in a safe, sealed manner, palletised and labelled) and provided for collection in accordance with the Applicable Laws and good environmental practice. Containers of Waste shall be fit for purpose and sufficiently durable to prevent harm to health or pollution to the environment and Your personnel should be technically competent to handle the Waste. Dangerous goods should only be carried in UN approved containers; and

5.1.13 comply with Our reasonable and lawful instructions and which are relevant to the Services supplied by Us or are required in order to comply with Applicable Laws, including the duty to pre-Treat the Waste (at Your cost) in accordance with Our specific instructions.

5.2 You agree to ensure that:

5.2.1 You provide Us with clear and unambiguous instructions as to the location of any relevant tank or storage vessel at the Site which contains the Waste which is the subject of the Services and that You update Your instructions should the tank or storage vessel be relocated;

5.2.2 any special instructions or hazards are clearly and concisely notified in the Contract Details or otherwise in writing to us;

5.2.3 You provide safe access for Our or Our agent's or sub-contractor's vehicles between the public highway and the actual point at which the Services are to be provided;

5.2.4 if, to effect the provision of the Services, or Our agent's or sub-contractor's vehicles are required to leave the public highway, the surface of any drive, access road or similar (and any man-lids or ducts) are capable of accepting heavy goods vehicles;

5.2.5 each Waste storage tank or vessel is safe and in good working order; and

5.3 We may agree to issue or otherwise provide certain transfer notes or other documentation required by Applicable Laws and/or good environmental practice on Your behalf. Failure by You to co-operate Us in connection with the issue or provision of such documentation including for example, failure to sign or return a controlled or hazardous waste transfer note issued by Us within relevant timescales, shall entitle Us to invoke the provisions of clauses 5.4.1 to 5.4.3.

5.4 If the performance of any of Our obligations under the Contract is prevented or delayed by any act or omission by You or failure by You to perform any relevant obligation ("Your Default"):

5.4.1 We shall without limiting Our other rights or remedies have the right to suspend performance of the Services until You remedy Your Default, and to rely on Your Default to relieve Us from the performance of any of Our obligations to the extent Your Default prevents or delays Our performance of any of Our obligations;

5.4.2 We shall not be liable for any costs or Losses sustained or incurred by You arising directly or indirectly from Our failure or delay to perform any of Our obligations; and

5.4.3 You shall reimburse Us on written demand for any Losses suffered or incurred by Us arising directly or indirectly from Your Default.

6. EQUIPMENT

6.1 We may, by written agreement, hire or place on loan with You equipment (including but not limited to skips, cylinders, tanks monitoring equipment, pumps etc.) ("Equipment"), such Equipment is owned by Us and the title to such Equipment shall never pass to You.

6.2 The Equipment is supplied in good and safe condition and is used by You entirely at Your own risk.

6.3 Risk of damage to, and loss of, the Equipment shall pass to You on delivery, and You shall arrange and maintain appropriate insurance in respect of the Equipment whilst in Your possession.

6.4 If such Equipment is damaged or destroyed for any reason other than Our negligence, or not made available to Us to disconnect or remove at Our request, We will charge You and You agree to pay on Our written demand for the repair of such Equipment in the case of damage if it can be economically repaired or the full replacement cost of such Equipment in all other cases.

6.5 You shall provide suitable area(s) at the Site for siting any of Our relevant Equipment.

6.6 You will be advised in writing prior to the supply of such Equipment of any special terms and conditions (including any Charges for the hire of the Equipment) applicable to it, which shall be supplemental to these General Conditions.

6.7 It is Your responsibility to ensure that all lamps supplied are lit and in position with cones around the container during hours of darkness, any call out from the authorities is chargeable to You and in addition We shall charge a non-refundable cash deposit for the supply of cones and lights which will be returned at the end of the hire of such items.

6.8 Containers are only permitted to be loaded to form a level top. Additional charges may be levied if You overload and Our driver/agent considers them unsafe.

6.9 Lighting of fires in containers is strictly prohibited and You will be liable to charges for damage if You do so.

6.10 If lamps, cones and marker board (or any other items) are provided by Us, any losses are chargeable to You at full cost.

6.11 You agree to hold Us fully and effectively indemnified against all Losses, which We may suffer or incur out of your negligent or improper use of the Equipment and any breach by You of this clause 6.

6.12 Your right to possession of the Equipment shall terminate immediately if any of the circumstances set out in clause 11 occur.

6.13 You grant Us, Our agents, representatives and employees an irrevocable permission on two days' written notice to visit any premises where the Equipment is or may be stored and to inspect such Equipment, or, where Your right to possession has terminated, to recover such Equipment.

7. CHARGES AND PAYMENT

7.1 The Charges and the methods of the payment thereof by You are set out in the Contract Details and You undertake to pay the Charges in accordance with the terms of the Contract.

7.2 Where necessary wash out charges may apply to prevent cross contamination of waste streams.

7.3 Any items outside of the category of Waste described to Us will be charged accordingly

7.4 All Charges are exclusive of credit card charges. Details of any applicable credit card charges will be notified to You.

7.5 Charges shall be invoiced monthly. All invoices are due for payment within the Payment Terms unless You have an approved credit account as evidenced by a Credit Account Notification. We shall be under no obligation to grant You a credit account. Any agreement for the granting of credit shall be subject to our credit terms which shall be communicated to You and agreed with You at the time of granting the credit. If You have an approved credit account then payment of the Charges will be due on the agreed settlement date (which We will advise You of in writing in the Credit Account Notification). Time for payment shall be of the essence of the Contract.

7.6 Unless otherwise stated all amounts payable by You are exclusive of:

7.6.1 value added tax (VAT); and

7.6.2 all applicable taxes including but not limited to landfill taxes

which shall be payable by You in addition at the same time as payment is due for the Services. We shall also charge VAT on credit card fees.

7.7 Without limiting any other right or remedy We may have, if You fail to make any payment due to Us under the Contract by the due date for payment, We shall have the right to:

7.7.1 charge interest on the overdue amount at the rate of 8% per annum above the Bank of England's then recommended bank base rate accruing on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly;

7.7.2 terminate the Contract or suspend any further performance of the Services; and

7.7.3 appropriate any payment made by You to such Services (whether supplied under the Contract or another contract between us) as We think fit (despite any purported appropriation by You).

7.8 All sums payable by You under the Contract shall become due immediately on its termination, despite any other provision of the Contract. This clause 7.8 is without prejudice to any right to claim for interest under the law, or any right under the Contract.

7.9 You shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and You shall not be entitled to assert any credit, set-off or counterclaim in order to justify withholding payment of any such amount in whole or in part. We may, without limiting Our other rights or remedies, set off any amount owing to Us by You against any amount payable by Us to You.

7.10 You shall indemnify Us against and shall reimburse Us on demand for all Losses suffered or incurred by Us and which may arise out of or in connection with Your breach or non-performance of Your obligations under this Contract (including but not limited to Your duty to pay all amounts due under the Contract) and Our enforcement of this Contract.

7.11 Subject to us giving You written notice, We reserve the right to increase the Charges:

7.11.1 on an annual basis with effect from each anniversary of the commencement date of the Contract. Such increase shall be in line with the percentage increase in the Retail Prices Index in the preceding 12-month period.

7.11.2 at any time should sub-paragraphs (a) – (c) below apply, to reflect any increase in the cost of the Services that is due to:

- (a) any factor which are beyond Our control (including increases in labour, materials and other manufacturing costs);
- (b) any Change Order requested by You pursuant to clause 13.1; or
- (c) any delay caused by Your instructions in respect of the Services or Your failure to give adequate or accurate information or instructions in respect of the Services.

8. INTELLECTUAL PROPERTY

If We provide You with any electronic or printed material (the "Compliance Materials"), We hereby grant You a revocable, limited, non-sub-licensable, non-transferable licence to use such Compliance Materials for Your own internal business uses only. You hereby warrant, represents and undertake that You shall treat such Compliance Materials as confidential information and shall not distribute, sub-license or otherwise provide the Compliance Materials to any third party except with Our prior written approval.

9. CONFIDENTIALITY

9.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group to which the other party belongs, except as permitted by clause 9.2. For the purposes of this clause 9.1, group means, in relation to a party, that party, any subsidiary or holding company from time to time of

that party, and any subsidiary from time to time of a holding company of that party.

9.2 Each party may disclose the other party's confidential information:

9.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 9; and

9.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

9.3 Neither party shall use any other party's confidential information for any purpose other than to perform its obligations under the Contract.

9.4 This clause 9 shall survive termination of the Contract.

10. LIMITATION OF LIABILITY

10.1 References to liability in this clause 10 include every kind of liability arising under or in connection with the Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

10.2 Nothing in these Conditions shall limit or exclude Our liability for death or personal injury caused by Our negligence, or the negligence of Our employees, agents or subcontractors or fraud or fraudulent misrepresentation.

10.3 All warranties, conditions and other terms implied by statute or common law are excluded from the Contract to the fullest extent permitted by law.

10.4 Nothing in this clause 10 shall limit Your payment obligations under the Contract.

10.5 Subject to clauses 10.2, 10.3 and 10.4:

10.5.1 We shall under no circumstances whatever be liable to You, for any loss of profit, loss of business, loss of goodwill, loss or corruption to data or information, or any special, indirect or consequential or pure economic loss, costs, damages, fees or expenses arising under or in connection with the Contract or its non-performance; and

10.5.2 Our total liability to You in respect of all other Losses arising under or in connection with the Contract, its performance or non-performance, shall in no circumstances exceed the amount of the Charges paid by You to Us under the Contract in the 12 month period prior to the liability arising.

10.6 We accept no liability for damage or claims whatsoever for vehicles delivering or collecting off the public highway. If You wish Our vehicle to proceed off the public highway that that is understood to be at Your sole risk and liability.

10.7 Unless You notify Us that You intend to make a claim in respect of an event within the notice period, We shall have no liability for that event. The "notice period" for an event shall start on the day on which You became, or ought reasonably to have become, aware of the event having occurred and shall expire 6 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

10.8 This clause 10 shall survive termination of the Contract.

11. TERMINATION

11.1 Without affecting any other right or remedy available to it, either party to the Contract may terminate it with immediate effect by giving written notice to the other party if:

11.1.1 the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

- 11.1.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
 - 11.1.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 11.1.4 the other party's financial position deteriorates to such an extent that in the terminating party's reasonable opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 11.2 Without affecting any other right or remedy available to Us, We may terminate the Contract with immediate effect by giving written notice to You if You fail to pay any amount due under the Contract on the due date for payment.

12. CONSEQUENCES OF TERMINATION

- 12.1 On termination of the Contract for any reason:
- 12.1.1 You shall immediately pay to Us all of Our outstanding unpaid invoices and interest. In respect of Services supplied but for which no invoice has been submitted, We shall submit an invoice, which shall be payable by You immediately on receipt;
 - 12.1.2 You shall return any of Our property or Equipment in Your possession. If You fail to do so, then We may enter Your premises and retake possession of such property and Equipment. Until such property and Equipment has been returned, You shall be solely responsible for its safe keeping and will not use such property for any purpose; and
 - 12.1.3 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
 - 12.1.4 conditions which expressly or by implication have effect after termination shall continue in full force and effect.

13. CHANGE CONTROL

- 13.1 Subject to Our rights under clauses 4.3 and 7.11, either party may propose changes to the scope or execution of the Services but no proposed changes shall come into effect until a relevant Change Order has been signed by both parties. A Change Order shall be a document setting out the proposed changes and the effect that those changes will have on:
- 13.1.1 the Services;
 - 13.1.2 the Charges;
 - 13.1.3 the timetable for the provision of the Services; and
 - 13.1.4 the Contract Details.
- 13.2 If We wish to make any of the changes as set out in clause 13.1 then We shall provide a draft Change Order to You.
- 13.3 If You wish to make any of the changes as set out in clause 13.1 then:
- 13.3.1 You shall notify Us and provide as much detail as We reasonably require of the proposed changes, including the timing of the proposed change; and
 - 13.3.2 We shall, as soon as reasonably practicable after receiving the information at clause 13.3.1, provide a draft Change Order to You.
- 13.4 If You and We agree to a Change Order, We shall each sign it and that Change Order shall amend the Contract between us but the Contract shall otherwise not be amended.

14. DATA PROTECTION

- 14.1 Both parties will comply with all applicable requirements of Data Protection Legislation. This clause **Error! Reference source not found.** is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 14.2 You acknowledge that for the purposes of the Data Protection Legislation, You are the controller and We are the processor.
- 14.3 The Contract sets out the scope, nature and purpose of processing by Us, the duration of the processing and the types of personal data and categories of data subject.
- 14.4 Without prejudice to the generality of clause 14.1, You will ensure that You have all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Us for the duration and purposes of the Contract.
- 14.5 Without prejudice to the generality of clause 14.1, We shall, in relation to any personal data processed in connection with the performance by Us of Our obligations under this agreement:
- 14.5.1 process that personal data only on the Your documented written instructions unless We are required by Applicable Laws to otherwise process that personal data. Where We are relying on the laws of a member of the European Union or European Union Law as the basis for processing personal data, We shall promptly notify You of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Us from notifying You;
 - 14.5.2 ensure that We have in place appropriate technical and organisational measures, 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 Us);
 - 14.5.3 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
 - 14.5.4 not transfer any personal data outside of the European Economic Area unless Your prior written consent has been obtained and the following conditions are fulfilled:
 - (a) You or We have provided appropriate safeguards in relation to the transfer;
 - (b) the data subject has enforceable rights and effective legal remedies;
 - (c) We comply with Our obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - (d) We comply with reasonable instructions notified to Us in advance by You with respect to the processing of the personal data;
 - 14.5.5 assist You, at Your cost, in responding to any request from a data subject and in ensuring compliance with Your obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 14.5.6 notify You without undue delay on becoming aware of a personal data breach;

- 14.5.7 at Your written direction, delete or return personal data and copies thereof to You on termination of the Contract unless required by Applicable Law to store the personal data;
- 14.5.8 maintain complete and accurate records and information to demonstrate Our compliance with this clause **Error! Reference source not found.** and promptly inform You if, in Our opinion an instruction infringes the Data Protection Legislation.

15. GENERAL

15.1 Force majeure

- 15.1.1 For the purposes of this Contract, "Force Majeure Event" means an event beyond Our reasonable control including but not limited to strikes, lock-outs or other industrial disputes (whether involving Our workforce or any other party), failure of a utility service (including IT and telecommunications) or transport network, act of God, war, riot, civil commotion, epidemic or pandemic, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, snow, bad weather or default of suppliers or subcontractors.
- 15.1.2 We shall not be liable to You as a result of any delay or failure to perform Our obligations under the Contract as a result of a Force Majeure Event.
- 15.1.3 Where normal delivery schedules can't be met we will take all reasonable steps to inform You of delays.
- 15.1.4 If the Force Majeure Event prevents Us from providing any of the Services for more than four weeks, either party shall have the right to terminate this Contract immediately by giving written notice to the other.

15.2 Assignment and subcontracting

- 15.2.1 We may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of Our rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party, sub-contractor or agent.
- 15.2.2 You shall not, without Our prior written consent assign, transfer, charge, subcontract or deal in any other manner with all or any of Our rights or obligations under the Contract.

15.3 Waiver

- 15.3.1 A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 15.3.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

15.4 Severance

- 15.4.1 If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 15.4.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

15.5 Entire Agreement

15.5.1 The terms of the Contract and the Credit Account Notification (if applicable) contain all of the terms that You and We have agreed in relation to the Services and apply to the Contract to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing, including any oral negotiations or discussions between You and Us.

15.5.2 You acknowledge that You have not relied on any statement, promise or representation made or given by or on behalf of Us which is not set out in the Contract. Nothing in this clause 15.5 shall exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently.

15.6 Third parties

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

15.7 Variation

Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when agreed in writing and signed by Our duly authorised representative.

15.8 Governing law and jurisdiction

This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

15.9 Notices

- 15.9.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
- (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (ii) sent by fax to its main fax number or sent by email to the address specified in the Contract Details.
- 15.9.2 Any notice shall be deemed to have been received:
- (i) if delivered by hand, at the time the notice is left at the proper address;
 - (ii) 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
 - (iii) if sent by fax or email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this Clause 15.9.2, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 15.9.3 This clause 15.9 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.