

TERMS AND CONDITIONS OF SUPPLY OF GOODS AND SERVICES

Proctor & Stevenson Ltd. New Client Information Form.

Please complete all relevant details on the form below to enable us to set you up on our system.

Company Name	
Invoicing Address	
VAT Number	
Reg Number	
Accounts Contact Name	
Accounts Telephone Number(s)	
Accounts Email Address	

Please note, all invoices will be sent digitally to the email address provided above.

For any remittance or accounts queries please send to:

Accounts
The Old Printworks
178 Easton Road
Bristol

BS5 0ES

finance@proctorsgroup.com

Thank you for taking the time to complete the Proctor & Stevenson Ltd. New Client Information Form.

TERMS & CONDITIONS OF SUPPLY

1. GENERAL

- 1.1. These are the terms and conditions of supply ("**Conditions**") of Proctor and Stevenson Limited ("**Proctors**"). These Conditions shall be deemed to be incorporated into each contract ("**Contract**") made by Proctors with ("**The Client**") purchasing services ("**Services**") or goods ("**Goods**") from Proctors.

2. BASIS OF CONTRACT

- 2.1. The Client's order for the supply of Goods or Services, as received by Proctors by way of email or other correspondence, as set out in The Client's purchase order form, or The Client's written acceptance of Proctors' quotation, or as otherwise received by Proctors, as the case may be (the "**Order**") constitutes an offer by The Client to purchase Goods or Services in accordance with these Conditions.
- 2.2. The Order shall only be deemed to be accepted when Proctors issues written acceptance of the Order at which point and on which date the Contract shall come into existence.
- 2.3. Any samples, drawings, descriptive matter or advertising issued by Proctors, and any descriptions or illustrations contained in Proctors' website, catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services or Goods described in them. They shall not form part of the Contract or have any contractual force.
- 2.4. These Conditions apply to the Contract to the exclusion of any other terms that The Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.5. All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.
- 2.6. If there is any conflict or ambiguity between the terms of these Conditions and any separate terms in an Order, a term contained in the Order shall have priority over one contained in these Conditions provided that such conflict or ambiguity has been expressly identified, acknowledged and agreed in writing by a director of Proctors.

3. SUPPLY OF SERVICES

- 3.1. Proctors shall supply the Services to The Client in accordance with the Order in all material respects.
- 3.2. Proctors shall use reasonable endeavours to meet any performance dates specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3. Proctors shall make available complete time schedules to the Client upon request.
- 3.4. Proctors may subcontract the performance of certain Services to third parties.
- 3.5. Proctors shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and Proctors shall notify The Client in any such event.
- 3.6. Proctors warrants to The Client that the Services will be provided using reasonable care and skill.

4. APPROVALS AND ACCEPTANCE

- 4.1. All ideas, strategies, prototypes, illustrations, artwork, copy, materials, procedures, methods, designs and design

concepts, production schedules and any other items produced or proposed by Proctors for The Client are subject to The Client's intermediate review before final acceptance. Proctors shall not commence production of any Goods before final approval in writing via email or letter has been provided by The Client.

- 4.2. All project deliverables relating to technical services which can include statement of work, wireframes, specifications, web/mobile applications and related initiatives, materials, test scripts, reports, procedures, methods, designs and any other items produced or proposed by Proctors for The Client are subject to The Client's intermediate review for acceptance of the project milestone before proceeding to the next phase of the project. Final approval of all deliverables per project by the The Client Project Manager is required prior to any technical service (including but not limited to web applications) going live.
- 4.3. Where strategies, designs, copy, dummies, proofs, prototypes, code, project deliverables per project phase or other proposals for final production, broadcast, launch or "go live" are submitted to The Client for approval, these shall be signed off in writing either via email, updating a ticket in an online project management system or letter by The Client . Where The Client has approved the form of the Services to be undertaken or Goods to be supplied by Proctors prior to production or broadcast, even if such Services or Goods when produced contains errors or inaccuracies at the time of approval, Proctors shall not be liable in any way whatsoever and shall be entitled to full payment.
- 4.4. In accordance with clause 4.3, strategies, designs, copy, dummies, proofs, prototypes, code, project deliverables per project phase or other proposals for final production, broadcast, launch or "go live" that are submitted to The Client for approval, shall be signed off in writing either via email, updating a ticket in an online project management system or letter by The Client. Proctors will use reasonable endeavours to ensure the accuracy of such materials, having regard to the nature of The Client's instructions. However in entering into a Contract with Proctors, The Client acknowledges that in doing so The Client assumes entire responsibility for the accuracy of the materials supplied to Proctors so that Proctors cannot be held in any way responsible for any alleged defects, breaches or inaccuracy in the Services undertaken or Goods supplied to The Client, unless such breaches, defects or inaccuracies are shown to have been caused by Proctors having deviated from the written instructions and materials supplied by The Client. Any such defects, breaches or inaccuracies so caused by Proctors will be corrected by Proctors at their cost before final sign off of the Services by The Client prior to production.
- 4.5. Once final sign off leading to production, broadcast, launch or "go live" has been received by Proctors from The Client, the responsibility for the accuracy of the materials and content will lie solely with The Client. In particular (but not so as to exclude any circumstance from the above wording), The Client shall bear the entire responsibility for supplying accurate information to Proctors at each stage of the Services and Proctors shall not be liable for the reproduction of incorrect or inaccurate information in the final Services once it has been approved by The Client.
- 4.6. The Client shall inspect and test the Services undertaken or Goods supplied immediately upon delivery and shall within 5 working days (in respect of Goods and non-digital Services) or 30 days (in respect of digital Services) from such inspection give notice in writing to Proctors of any allegation of defect. If The Client fails to give such notice, The Client shall be deemed to have accepted the Goods or Services. Where The Client has approved the form of the Services or Goods to be supplied by Proctors prior to production, even if such Services or Goods when produced contain errors or inaccuracies at the time of approval, Proctors shall not be liable in any way whatsoever and shall be entitled to full payment from The Client.

5. DATA PROTECTION

- 5.1. For the purposes of the Contract the following definitions shall apply:

5.1.1. Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.

5.1.2. Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications).

5.1.3. UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in

the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

- 5.2. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 5 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. In this clause 5, **Applicable Laws** means (for so long as and to the extent that they apply to Proctors) the law of the European Union, the law of any member state of the European Union and Domestic UK Law; and **Domestic UK Law** means the UK Data Protection Legislation and any other law that applies in the UK.
- 5.3. The parties acknowledge that for the purposes of the Data Protection Legislation, The Client is the data controller and Proctors is the data processor.
- 5.4. Without prejudice to the generality of clause 5.2, The Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Proctors or lawful collection of the Personal Data by Proctors on behalf of The Client for the duration and purposes of this agreement.
- 5.5. Without prejudice to the generality of clause 5.2, Proctors shall, in relation to any Personal Data processed in connection with the performance by Proctors of its obligations under this agreement:
 - 5.5.1. process that Personal Data only on the written instructions of The Client unless Proctors is required by Applicable Laws to otherwise process that Personal Data. Where Proctors is relying on Applicable Laws as the basis for processing Personal Data, Proctors shall promptly notify The Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Proctors from so notifying The Client;
 - 5.5.2. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by The Client, 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);
 - 5.5.3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - 5.5.4. not transfer any Personal Data outside of the European Economic Area unless the prior written consent of The Client has been obtained and the following conditions are fulfilled:
 - 5.5.4.1. The Client or Proctors has provided appropriate safeguards in relation to the transfer;
 - 5.5.4.2. the Data Subject has enforceable rights and effective legal remedies;
 - 5.5.4.3. Proctors complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - 5.5.4.4. Proctors complies with reasonable instructions notified to it in advance by The Client with respect to the processing of the Personal Data;
 - 5.5.5. assist The Client, at The Client 's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 5.5.6. notify The Client without undue delay on becoming aware of a Personal Data breach;
 - 5.5.7. at the written direction of The Client, delete or return Personal Data and copies thereof to The Client on termination of the agreement unless required by Applicable Law to store the Personal Data; and
 - 5.5.8. maintain complete and accurate records and information to demonstrate its compliance with this clause 5.
- 5.6. The Client consents to Proctors appointing third-party processors of Personal Data under this agreement. Proctors confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 5. As between The Client and Proctors, Proctors shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 5.

- 5.7. Either party may, at any time on not less than 30 days' notice, revise this clause 5 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).
- 5.8. Upon termination, data stored on network storage will be removed from Proctors' active and network recycle containers. To ensure backup data to tapes are securely deleted, Proctors will create separate tape procedures for this data and destroy as requested by zero formatting the tapes for reuse.
- 5.9. Notwithstanding termination, and to the extent permitted by Applicable Laws, the provisions of clause 5.5 shall survive the termination or expiry of this Agreement and shall continue in full force and effect until all Personal Data under this agreement are deleted or returned to The Client.

6. GOODS

- 6.1. The Goods are described in the Order.
- 6.2. The Client shall indemnify Proctors against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit (whether direct or indirect), loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Proctors in connection with any claim made against Proctors for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Proctors fulfilling the Order or other instructions from The Client. This clause 6.2 shall survive termination of the Contract.
- 6.3. Proctors reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

7. DELIVERY OF GOODS

- 7.1. The Client shall collect the Goods from Proctors' premises at The Old Printworks, 178 Easton Road, Easton, Bristol BS5 0ES, UK or such other location as may be advised by Proctors before delivery (**Delivery Location**) within three Business Days of Proctors notifying The Client that the Goods are ready.
- 7.2. Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.
- 7.3. If The Client fails to take delivery of the Goods or fails to give Proctors adequate instructions at the time stated for delivery (otherwise than by reason of any cause beyond The Client's reasonable control or by reason of Proctor's fault), then without prejudice to any other right or remedy available to Proctors, Proctors may store the Goods until actual delivery and charge The Client for the reasonable costs (including but not limited to insurance) of storage.
- 7.4. Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. Proctors shall not be liable for any delay in delivery of the Goods that is caused by anything beyond Proctors' reasonable control or The Client's failure to provide Proctors with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 7.5. If Proctors fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by The Client in obtaining replacement Goods of similar description and quality in the cheapest market available, less the price of the Goods. Proctors shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by anything beyond Proctors' reasonable control or The Client 's failure to provide Proctors with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.
- 7.6. Proctors may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle The Client to cancel any other instalment.

8. QUALITY OF GOODS

- 8.1. Proctors warrants that on delivery the Goods shall:
 - 8.1.1. conform with their description;
 - 8.1.2. be free from material defects in design, material and workmanship;
 - 8.1.3. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
 - 8.1.4. be fit for any purpose held out by Proctors.
- 8.2. Subject to clause 8.3, if:
 - 8.2.1. The Client gives notice in writing within a reasonable time of discovery (but in any event, not later than 5 days after

receipt of the Goods) that some or all of the Goods do not comply with the warranty set out in clause 8.1;

8.2.2. Proctors is given a reasonable opportunity of examining such Goods; and

8.2.3. The Client (if asked to do so by Proctors) returns such Goods to Proctors' place of business at The Client 's cost, Proctors shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

8.3. Proctors shall not be liable for the Goods' failure to comply with the warranty in clause 8.1 if:

8.3.1. The Client makes any further use of such Goods after giving a notice in accordance with clause 8.2;

8.3.2. the defect arises because The Client failed to follow Proctors instructions in respect of the Goods or (if there are none) good trade practice;

8.3.3. the defect arises as a result of Proctors following any instructions of The Client;

8.3.4. The Client alters or repairs such Goods without the written consent of Proctors;

8.3.5. the defect arises as a result of fair wear and tear, wilful damage or negligence.

8.4. Except as provided in this clause 8, Proctors shall have no liability to The Client in respect of the Goods' failure to comply with the warranty set out in clause 8.1.

8.5. These Conditions shall apply to any repaired or replacement Goods supplied by Proctors under clause 8.2.

9. TITLE AND RISK

9.1. The risk in the Goods shall pass to The Client on completion of delivery.

9.2. Title to the Goods or Services shall not pass to The Client until Proctors receives payment in full (in cash or cleared funds) for the Goods or Services.

10. PRICING AND PAYMENT

10.1. The price for Goods and Services shall be the price set out in the Order or, if no price is quoted, the price set out in Proctors' published price list as at the date of delivery. The price of the Goods is exclusive of all costs and charges of packaging, insurance, transport of the Goods, which may be charged by Proctors.

10.2. Due to the nature of the Services being carried out, Proctors reserve the right to engage in further discussions with The Client regarding price in exceptional circumstances where unforeseen additional costs have been incurred. The parties shall negotiate any such increase in price in good faith.

10.3. Proctors shall be entitled to make additional charges to The Client for any extra work as may be entailed by virtue of changes in The Client's instructions or in making alterations to design, coding, art work or other Services performed by Proctors.

10.4. In respect of Goods, Proctors shall invoice The Client on completion of delivery, or as otherwise agreed in writing between Proctors and the client. In respect of Services, Proctors shall invoice The Client monthly in arrears, or as otherwise agreed in writing between Proctors and the client.

10.5. Unless otherwise agreed by Proctors in writing, The Client shall pay each invoice submitted by Proctors:

10.5.1. within 30 days of the date of the invoice;

10.5.2. in Pounds Sterling, in full and in cleared funds to a bank account nominated in writing by Proctors; and

10.5.3. time for payment shall be of the essence of the Contract.

10.6. All amounts payable by The Client under the Contract are 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 Proctors to The Client, The Client shall, on receipt of a valid VAT invoice from Proctors, pay to Proctors such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.

10.7. Without prejudice to any other rights which Proctors may have, if any undisputed invoice of Proctors is not paid within

30 days of the date of the invoice, Proctors will be entitled to charge interest from the date of the invoice until the date of payment at the rate of 4% above the Bank of England's base rate from time to time.

- 10.8. If Proctors refers an unpaid and undisputed invoice to Debt Collection Agents or Legal Agents, The Client shall pay, in addition to other amount due, the reasonable fees and costs of such agents.

11. CLIENT'S OBLIGATIONS

11.1. The Client shall:

- 11.1.1. ensure that the terms of the Order and any other instructions are complete and accurate;
- 11.1.2. co-operate with Proctors in all matters relating to the Services;
- 11.1.3. provide Proctors, its employees, agents, consultants and subcontractors with access to The Client's premises, office accommodation and other facilities as reasonably required by Proctors to provide the Services;
- 11.1.4. provide Proctors with such information and materials as Proctors may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
- 11.1.5. prepare The Client's premises for the supply of the Services; and
- 11.1.6. keep and maintain all materials, equipment and tools, drawings, specifications, data, documents and other property of Proctors (**Proctors Materials**) at The Client's premises in safe custody at its own risk, maintain Proctors Materials in good condition until returned to Proctors, and not dispose of or use Proctors Materials other than in accordance with Proctors written instructions or authorisation.

11.2. If Proctors' performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by The Client or failure by The Client to perform any relevant obligation (**Client Default**):

- 11.2.1. Proctors shall without limiting its other rights or remedies have the right to suspend performance of the Services until The Client remedies The Client Default, and to rely on The Client Default to relieve it from the performance of any of its obligations to the extent The Client Default prevents or delays Proctors' performance of any of its obligations;
- 11.2.2. Proctors shall not be liable for any costs or losses sustained or incurred by The Client arising directly or indirectly from Proctors' failure or delay to perform any of its obligations as set out in this clause 11.2; and
- 11.2.3. The Client shall reimburse Proctors on written demand for any costs or losses sustained or incurred by Proctors arising directly or indirectly from The Client Default.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1. Subject to clause 12.4, all Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by Proctors.
- 12.2. The Client acknowledges that, in respect of any third party Intellectual Property Rights used in providing the Services, The Client's use of such Intellectual Property Rights is conditional on Proctors obtaining a licence from the relevant third party on such terms as will entitle Proctors to license such rights to The Client.
- 12.3. All Proctors Materials are the exclusive property of Proctors.
- 12.4. Proctors agrees that all notes, illustrations, artwork, copy, materials, designs and design concepts, logos, style samples and concepts, unique ideas, sketches, diagrams, portrayals, on-line content, multimedia content, data, copyrightable or trademarkable materials and all other creative development and the rights thereof conceived by Proctors and its employees during the term of and arising out of the Services, and which are owned by Proctors, shall be assigned to The Client (to the extent legally possible to do so) after payment of all fees due to Proctors under this Contract.
- 12.5. The assignment in clause 12.4 does not extend to:
 - 12.5.1. source code, object code or intellectual property rights covering the functionality and commercial exploitation of technologies which have been developed by and remain the property of Proctors, and used in the course of the provision of the Services;

- 12.5.2. source code, object code or intellectual property of any software that has been used in the course of the provision of the Services; or
- 12.5.3. any open source, copyleft or other similar types of license terms (including but not limited to any GNU General Public License, Library General Public License, Lesser General Public License, Mozilla License, Berkeley Software Distribution License, Open Source Initiative License, MIT, Apache or public domain licenses, and the like).
- 12.6. The Client's ownership does not extend to any photography, film or artwork used from stock suppliers unless intellectual property rights are specifically bought, with the approval and written instruction from The Client to do so, except for its use in its original purpose.
- 12.7. For the purposes of this clause, "Intellectual Property Rights" shall mean patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, 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.
- 12.8. On written request Proctors will backup and store all code, database and configuration files for digital work in progress for The Client on a dedicated repository accessible by The Client and Proctors. This will be hosted by a designated and secure provider that is approved by the Customer, and will be updated on a daily basis by Proctors. Any additional costs incurred for hosting the repository will be payable by The Client.
- 12.9. For the avoidance of doubt the code, database configuration and configuration files for the digital work must not be accessed by or become the property of The Client until Proctors has received in cash or cleared funds payment in full the price of the Goods or Services and all other Goods or Services provided by Proctors to The Client for which payment is due.

13. INDEMNITIES

- 13.1. Subject to clause 12, Proctors shall indemnify The Client against any claim made against The Client for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the use of the Goods, or supply of the Services, to the extent that the claim is attributable to the acts or omissions of Proctors, its employees, agents or subcontractors.
- 13.2. Proctors shall not be responsible for any awards or claims for any violation or infringement of a third party's intellectual property rights (i) to the extent an actual or alleged infringement arises as a result of compliance with The Client's instructions, (ii) from any modifications made by or acts of The Client, if such claim would not have arisen but for such acts or modifications, or (iii) from combination or use of any Goods or Services with The Client's products, if such claim would not have arisen but for such combination or use.

14. TERM AND TERMINATION

- 14.1. The term of this Contract is for 3 years commencing on the effective date of the Contract in accordance with clause 2.2. It may be renewed for further periods of 3 years by mutual agreement.
- 14.2. This Contract may be terminated by notice in writing:
 - 14.2.1. by either party giving at least 3 months' notice in writing;

- 14.2.2. by one party if the other party is in breach of any of its obligations hereunder and such breach remains unremedied after 30 days' notice;
- 14.2.3. by one party if the other party ceases business or becomes insolvent; or
- 14.2.4. if an event of Force Majeure (as described in clause 23.3) continues for more than 30 days.
- 14.3. Without affecting any other right or remedy available to it, either party to this Contract may terminate it with immediate effect by giving written notice to the other party if the other party commits a material breach of any term of this Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so.
- 14.4. Without affecting any other right or remedy available to it, Proctors may terminate the Contract with immediate effect by giving written notice to The Client if:
 - 14.4.1. The Client fails to pay any amount due under this Contract on the due date for payment and remains in default not less than 14 days after being notified to make such payment;
 - 14.4.2. there is a change of control of The Client; or
 - 14.4.3. The Client's financial position deteriorates to such an extent that in Proctors' opinion The Client's capability to adequately fulfil its obligations under this Contract has been placed in jeopardy.
- 14.5. On termination of this Contract for whatever reason:
 - 14.5.1. The Client shall immediately pay to Proctors all of Proctors outstanding unpaid invoices and interest and, in respect of Services performed up to the date of termination but for which no invoice has been submitted, Proctors shall:
 - 14.5.1.1. deliver to the Customer such of the work, or elements thereof, that have been completed as at the date of termination; and
 - 14.5.1.2. submit an invoice, which shall be payable by The Client immediately on receipt; and
 - 14.5.2. The Client shall promptly return all of Proctors Materials and any other work or materials which have not been fully paid for. If The Client fails to do so, then Proctors may enter The Client's premises and take possession of them. Until they have been returned, The Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.
- 14.6. Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including but not limited to the right to claim damages in respect of any breach of this Contract which existed at or before the date of termination.
- 14.7. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

15. CONFIDENTIAL INFORMATION

- 15.1. 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. This clause shall survive for a period of 12 months following termination of the Contract.

16. NON-SOLICITATION

- 16.1. Neither party shall, during the period of the Contract and for one year following termination of the Contract, employ or engage or otherwise facilitate the employment or engagement of any member of the other party's staff, whether or not such person would be in breach of contract as a result of such employment or engagement.

17. WARRANTY

- 17.1. Each party warrants that it has full power and authority to enter into and perform this Contract.
- 17.2. The Client warrants:
- 17.2.1. that any instructions given by The Client will not, so far as it is aware, cause Proctors to infringe the law of any country. However The Client shall not be under any obligation to establish whether an instruction is lawful in any particular jurisdiction;
- 17.2.2. the accuracy of all information given to Proctors by The Client; and
- 17.2.3. where documents or any material are supplied by The Client to Proctors for printing, design, art work, production, finishing, distribution, broadcast or for any other work by Proctors, that such material is, to the best of its knowledge, free of all defamatory matter, copyright, trade marks or other legal restrictions of any kind whatsoever and The Client shall fully indemnify Proctors against any action, demands, losses, costs, charges, penalties or expenses imposed upon Proctors or its employees as a result of any claim made against Proctors or its employees in respect of the contents of such documents or material.

18. LIMITATION OF LIABILITY

- 18.1. Nothing in these Conditions shall limit or exclude Proctors' liability for:
- 18.1.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- 18.1.2. fraud or fraudulent misrepresentation;
- 18.1.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- 18.1.4. breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
- 18.1.5. defective products under the Consumer Protection Act 1987; or
- 18.1.6. any other liability which may not be excluded by law.
- 18.2. Subject to clause 18.1:
- 18.2.1. Proctors shall under no circumstances whatever be liable to The Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit (whether direct or indirect), or any indirect or consequential loss arising under or in connection with the Contract; and
- 18.2.2. Proctors' total liability to The Client in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the sums paid by The Client to Proctors under the Contract in the previous 12 months.
- 18.3. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 (sale by description, implied terms as to quality and fitness, and sale by sample) and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 (implied terms by description, quality or fitness or by sample) are, to the fullest extent permitted by law, excluded from

the Contract.

18.4. This clause 18 shall survive termination of the Contract.

19. CONDUCT OF PARTIES

19.1. The parties, and their respective servants or agents, when engaged on the premises of the other party, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force for the time being for the conduct of personnel on those premises.

19.2. The parties shall comply with the Bribery Act 2010, as amended from time to time.

20. PUBLICITY

20.1. Unless otherwise agreed between the parties in writing, Proctors shall be entitled to refer to the relationship between the parties, including but not limited to the Goods or Services provided to The Client, in Proctors' marketing, advertising and other promotional materials.

21. COMPLIANCE WITH ANTI-SLAVERY AND HUMAN TRAFFICKING LAWS AND POLICIES

21.1. For the purposes of this clause 21, **Anti-slavery Policy** shall mean Proctors' anti-slavery policy in force from time to time (and a copy shall be provided to The Client upon request).

21.2. In performing its obligations under the agreement, The Client shall:

21.2.1. comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015;

21.2.2. comply with the Anti-slavery Policy;

21.2.3. not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and

21.2.4. ensure that each of its subcontractors and suppliers shall comply with the Anti-slavery Policy and with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015.

21.3. The Client represents and warrants that neither The Client nor any of its officers, employees or other persons associated with it:

21.3.1. has been convicted of any offence involving slavery and human trafficking; and

21.3.2. has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

21.4. The Client shall implement due diligence procedures for its subcontractors, and suppliers and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

21.5. The Client shall notify Proctors as soon as it becomes aware of:

21.5.1. any breach, or potential breach, of the Anti-slavery Policy; or

21.5.2. any actual or suspected slavery or human trafficking in a supply chain which has a connection with this agreement.

- 21.6. The Client shall indemnify Proctors against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, Proctors as a result of any breach of Anti-slavery Policy.
- 21.7. The Client represents, warrants and undertakes that it conducts its business in a manner that is consistent with the Anti-slavery Policy.
- 21.8. Proctors may terminate the agreement with immediate effect by giving written notice to The Client if The Client commits a breach of this clause 21.

22. COMPLIANCE WITH ANTI-BRIBERY LAWS AND POLICIES

22.1. The Client shall:

- 22.1.1. 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**);
- 22.1.2. not engage in any activity, practice or conduct which would constitute 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;
- 22.1.3. comply with Proctors' Anti-bribery Policies in force from time to time (and a copy shall be provided to The Client upon request) (**Relevant Policies**).
- 22.1.4. have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and clause 22.1.2, and will enforce them where appropriate; and
- 22.1.5. promptly report to Proctors any request or demand for any undue financial or other advantage of any kind received by The Client in connection with the performance of this agreement.
- 22.2. The Client shall ensure that any person associated with The Client (including but not limited to a subcontractor) who is performing services or providing goods in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on The Client in this clause 22 (**Relevant Terms**). The Client shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to Proctors for any breach by such persons of any of the Relevant Terms.
- 22.3. Proctors may terminate the agreement with immediate effect by giving written notice to The Client if The Client commits a breach of this clause 22.

23. GENERAL

- 23.1. No employee or agent of Proctors is authorised to make any representations concerning any Services undertaken or Goods supplied by Proctors unless confirmed by Proctors itself in writing. In entering into any Contract, any Client who receives such communications acknowledges that they cannot rely on (and waives any claim for breach of) any such representations which are not so confirmed.
- 23.2. The Client shall be liable to Proctors as a principal for all charges and expenses that shall be due to Proctors in respect of Services carried out or Goods supplied by Proctors subject to these Conditions whether or not such Client purports to contract as an agent.

23.3. Force Majeure

Neither party shall be liable for any delay hereunder arising from circumstances beyond its reasonable control.

23.4. Notices

Any required notices shall be given in writing at the address of each party set forth in the Contract, or to such other address as either party may substitute by written notice to the other. Any such notice may be delivered personally or by first class prepaid letter or facsimile transmission and shall be deemed to have been served if by hand when delivered, if by post 48 hours after posting and if by facsimile when transmitted.

23.5. Assignment and other dealings

The Client shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Contract without Proctors prior written consent.

Proctors may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under this Contract.

23.6. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

23.7. Waiver

A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy or prevent or restrict the further exercise of that or any other right or remedy.

23.8. Severance

If any provision or part-provision of this 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 this Contract.

23.9. Entire Agreement

These Conditions and any Contract constitutes the entire understanding between the parties relating to the subject matter hereof and supersedes all prior representations, proposals or communications, whether written or oral.

23.10. Third party rights

Except as expressly provided elsewhere in the Contract, a person who is not a party to the Contract shall not have any rights to enforce its terms.

23.11. Applicable Law and Jurisdiction

These Conditions and any Contract shall be governed and construed in all respects in accordance with the laws of England, and the English courts shall have exclusive jurisdiction in respect thereof.

Approval

Please sign below to confirm your approval of the above. You will receive a completed copy when all signatures are complete.

Proctor and Stevenson Limited

X _____

Signatory: [empty member name]
Email of signatory: [empty member email]
Timestamp: [empty signing timestamp]

Other party

X _____

Signatory: [empty member name]
Email of signatory: [empty member email]
Timestamp: [empty signing timestamp]