

BRIGHT A BLIND TERMS AND CONDITIONS

These terms and conditions are not intended for consumers. The following definitions and rules of interpretation apply in these Conditions:

1. DEFINITIONS

- 1.1 **"Commencement Date"** has the meaning given in clause 3.2;
- 1.2 **"Company"** means Bright A Blind Limited, company number 02659815 whose registered office is Unit 5, 1-3 North Road, London, N7 9HA;
- 1.3 **"Conditions"** means these terms and conditions as amended from time to time (in accordance with clause 0);
- 1.4 **"Contract"** means the contract between the Company and the Customer for the supply of Goods and/or Services in accordance with these Conditions;
- 1.5 **"Force Majeure"** means an event or sequence of events beyond a party's reasonable control (which could not reasonably have been anticipated and avoided by a party) preventing or delaying it from performing its obligations hereunder, including without limitation war, revolution, terrorism, riot or civil commotion, or reasonable precautions against any such; epidemic or pandemic (including government restrictions as a result of the same); strikes, lock outs or other industrial action, whether of the affected party's own employees or others; blockage or embargo; acts of or restrictions imposed by government or public authority; explosion, fire, corrosion, flood, natural disaster, or adverse weather conditions, non-performance by suppliers or subcontractors but not including an inability to pay;
- 1.6 **"Goods"** means the goods (or any part of them) set out in the Order;
- 1.7 **"Intellectual Property Rights"** means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs,

database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), 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;

"Order" means the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form and identified by a purchase order number and the term "Order" shall include any orders placed via the Company's booking form or any other form of priority booking in place from time to time;

"Services" means the services supplied by the Company to the Customer as set out in the estimate and proposal and as defined in clause 11.1;

"VAT" means value added tax chargeable from time to time; and

"Warranty Period" has the meaning given to it in clause 12.1.

2. INTERPRETATION

A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

A reference to a party includes its personal representatives, successors and permitted assigns.

A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

2.4 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2.5 A reference to writing or written includes fax and email.

3. CONDITIONS OF SUPPLY AND INSTALLATION

3.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.

3.2 The Order shall only be deemed to be accepted when the Company issues a written acceptance of the Order at which point and on which date the Contract shall come into existence (**"Commencement Date"**).

3.3 Any samples, drawings, descriptive matter or advertising issued by the Company and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.

3.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3.5 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

3.6 These Conditions override and extinguish any earlier Conditions appearing in the Company's

catalogues or elsewhere or referred to by the Customer whether in the Order or in any negotiations, correspondence or otherwise.

4. PRICES AND PAYMENT

4.1 Subject to the remaining provisions of these Conditions, the price payable for Goods and Services supplied by the Company shall be the price specified in the Order.

4.2 The Company reserves the right at any time (whether before or after acceptance of the Order) to pass on to the Customer any increased cost to the Company resulting from any request by the Customer to change the delivery date(s) the supply of different Goods, equipment or Services or quantities of the same from those specified in the Order, from any increase in prices charged to the Company by its suppliers, from any increase in VAT or another similar tax from time to time levied,) or any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions or clear unobstructed access to their premises for measuring, fitting or installation of the Goods.

4.3 The Customer acknowledges that the Company provides its services on a very tight schedule (often one year in advance where the Customer has ordered annual Services) and may suffer losses where Customers change, delay or cancel Orders. Notice of any cancellations or variations to Orders (other than by reason of a Force Majeure event under clause 14) shall be given to the Company in writing and where notice is of 6 months or less duration, the Customer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly as a result of any cancellation, delay or variation of the Order.

4.4 Any Order that is notified to the Company as urgent or required before the usual delivery periods set out in the catalogues or brochures and accepted by the Company shall be subject to a fee in addition to the price and both the fee and the price shall be set out in the Order.

4.5 Unless otherwise agreed in writing by the Company, any discounts offered by the Company to a Customer shall only relate to the cost of Goods and Services provided pursuant to an Order and shall not be available on products or services which did not form part of the initial Order.

5. QUOTATION ESTIMATES

5.1 Subject to the terms of these Conditions, no quotation, proposal or estimate given by the Company for the supply of Services or for the supply of Goods shall constitute an offer by the Customer, and the Company hereby reserves the absolute right to withdraw and amend any such quotation or proposal or estimates given by the Company in response to the Order until such time as the Company has accepted the Order in writing either expressly in the purchase order form or by fulfilling the order in whole or in part. All quotation or estimates for the supply Goods and/or Services are exclusive of VAT unless otherwise stated.

5.2 An Order once accepted by the Company will form a binding contract between the parties. Accordingly, the Customer must raise any questions on the terms of the quotation, proposal or estimate prior to placing an Order. Any amendments to the quotation, proposal or estimate provided by the Company which are agreed to between the parties shall be set out in the Order and such amendments will constitute an offer by the Customer to be accepted by the Company in the purchase order form.

6. ORDERS

6.1 All Orders made by a Customer shall be in writing and shall provide complete, accurate and sufficient details and information to enable the Company to identify any relevant quotation, proposal or estimate (and must in particular quote all

purchase order numbers provided by the Company at any time).

6.2 Any special requirement of the Customer must be clearly indicated when placing an Order.

6.3 The Company must be supplied with any necessary information relating to the Goods and/or Services including all relevant measurements and specifications within a sufficient time to enable the Company to perform the Contract and its obligations in accordance with these Conditions.

6.4 Where any Order is made on the Customer's note paper the Company shall be entitled to assume that the Contract is to be made with the Customer and not with any sub-contractor of the Customer or otherwise without further investigation.

6.5 Subject to clause 4.3 any additional Goods or Services which the Customer requests the Company to perform which did not form part of the initial Order shall be subject to these Conditions and, if accepted by the Company in writing, shall be deemed to have formed part of the initial Order at the additional price agreed between the parties. If the Customer does not agree to provide the additional services, the Contract shall continue in force in accordance with these Conditions.

6.6 The Customer shall inform the Company if it wishes to vary an Order in any way (including without limitation either the amount, type or specification of the Goods), so that the Company can advise the Customer of any additional costs or expenses associated with such variation. If the costs so notified are acceptable to the Customer, the Customer shall give notice to the Company in writing which shall constitute an offer subject to these Conditions and, if accepted by the Company, will form part of the Contract.

6.7 Where the Customer fails to notify the Company of any required variation to the Goods or the Order, the Customer shall either accept delivery of the Goods or where the Company agrees to amend the Order and the Goods, the Customer will be

liable for any additional costs, liabilities or expenses incurred by the Company in performing its obligations under the Contract, and shall pay such costs or expenses in full on demand.

7. PAYMENT

7.1 Payment in full must be made within 30 days from the date of the invoice without any right to set-off, counterclaim, withholding or abatement, and shall be paid in full and in cleared funds to a bank account nominated by the Company.

7.2 The Company may at any time revoke or vary without notice any credit facilities which it may previously have afforded to a Customer without having to give any reason.

7.3 The Company shall be entitled to require a deposit to be paid by the Customer prior to commencement of the Services. Such deposit shall be off-set against the final payment due by the Customer to the Company for the Services.

7.4 If the Customer fails to make any payment on the due date the Company shall be entitled to charge the Customer interest on the unpaid amount accruing at the daily rate of 4% above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

9.1 All payments shall be in sterling and shall be remitted to the Company to the account notified to it or as the Company may direct from time to time.

Time for payment shall be of the essence of the Contract.

All prices shown in the estimate and elsewhere are exclusive of VAT.

The Company may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount due payable by the Company to the Customer.

8. INSTALLATION

The Company reserves the right to charge the Customer for any extra costs incurred

by the Company (i) under clauses 6.6 and 6.7, (ii) the Customer's failure to inform the Company of any variation to the Order (iii) by reason of delay in the performance of the Contract by the Customer, (iv) inability to freely access the installation location or to install the Goods or carry out the Services without obstruction, or (v) any other difficulty caused by the Customer and not provided for in the Order.

Where any quotation, proposal or estimate includes a charge for erection and installation, such charge is based on the assumption that sites are clean, level and offer reasonable access to the premises. Where that is not that case, the Company may charge its reasonable costs in ensuring that it can safely install the Goods in accordance with these Conditions.

No warranty is given by the Company in the event that the Goods are re-installed by the Customer after initial installation. However, the Company will notify the Customer of any safety defects should be apparent during any inspection and servicing by the Company.

The Company will provide the Customer with written instructions as to how to use or care for the Goods from time to time on the request of the Customer.

9. SAFETY CODES

Where the Goods and Services are required to, they conform to the safety requirements of BS EN 13120 in all material respects ("Safety Codes").

The Safety Codes do not apply to blinds, shutters or other similar devices which are to be installed in commercial buildings where it is unlikely that a young child will come into contact with them and therefore if the Customer places an Order and requires that the Goods vary in any material aspect or particular respect from Goods which comply with the Safety Codes:

9.2.1 the Customer must stipulate clearly whether the Safety Codes apply at the time of the Order and also make clear its particular requirements for the Goods;

9.2.2 the Customer warrants that the Goods to be supplied are to be installed in a commercial building and will upon the Company's request issue a separate confirmation that the Goods to be supplied will not be transformed from the initial installation destination to a destination where young children are likely to be present and, as far as the Customer can reasonably ascertain, having carried out its own risk assessment, young children are unlikely to be exposed to the Goods once installed; and

requisition or claim in relation to the Goods for non-compliance with the Safety Codes. The Company may terminate the order at its sole discretion should the Customer fail to provide the warranty at clause 9.2.2.

The Company reserves the right to terminate the Contract with immediate effect by notice in writing to the Customer if the Customer is in breach of the provisions of clause 9.2.

10. DELIVERY, RISK AND TITLE

9.2.3 the assessment as to whether a young child is likely to come into contact with the Goods are solely for the Customer's determination.

10.1 Any dates quoted for the delivery of Goods are approximate only and the Company shall not be liable for any delay in delivery of Goods howsoever caused.

9.3 Subject to clause 12.6, the Company will not accept any responsibility or liability in circumstances where the Goods do not comply with the Safety Codes at the request of the Customer.

10.2 Each delivery of the Goods shall be accompanied by a delivery note which shows the date of the Order, the type and quantity of the Goods and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered. Where delivery includes installation or maintenance services, the delivery will be accompanied by a job sheet which shows the services to be provided (**Job Sheet**).

9.4 The Customer will indemnify the Company against liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Company arising out of or in connection with any claim made against the Company or any fine levied against it as a result of non-compliance with the Safety Codes where such non-compliance is due to the request of the Customer or breach of the warranty in clause 9.2.2.

The Customer shall be responsible for checking all quantities of Goods delivered against any delivery note or other document which may be produced at the time of delivery by the Company's supplier or its agent. Any shortages must be reported to the Company in writing within 48 hours from receipt of delivery, failing which the Customer shall be deemed to have received all Goods specified in the delivery note (or other document) and be liable for any deficiency in accordance with the remaining provision of this clause 10.

9.5 If the Customer fails to provide confirmation and accurate and complete details required pursuant to clause 9.2, any Goods and Services the Company supplies shall be deemed to comply with the Safety Codes and the Customer shall not be entitled to reject the same nor raise any

All delivery notes and/or a description of installation via a Job Sheet must be signed by the Customer following delivery of Goods failing which the Customer will be deemed to have accepted such delivery and/or installation of Goods.

Subject to clause 10.6, all Goods delivered to the Customer's premises in advance of installation work shall, on completion of delivery, be the responsibility of and at the risk of the Customer. The Customer shall be liable for any theft, loss, damage or destruction howsoever caused to the Goods so delivered and or to any plant, tools, machinery or other equipment of the Company left at the Customer's premises for the purposes of carrying out the installation of Goods.

10.6 Notwithstanding installation and or delivery of any Goods, title to such Goods shall only pass to the Customer upon payment in full (in cash or cleared funds) of all sums owing to the Company by the Customer together with all interest (if any) due to the Company by the Customer of whatever nature.

10.7 Until title to the Goods has passed to the Customer, the Customer shall:

10.7.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Company's property;

10.7.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

10.7.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Company's behalf from the date of delivery;

10.7.4 notify the Company immediately if the Customer becomes subject to any of the events listed in clause 15.1.1 and clause 15.1.2; and

10.7.5 give the Company such information relating to the storage, condition and location of the Goods as the Company may require from time to time.

10.8 Where any Goods supplied under these Conditions are to be sold on by

the Customer to a third party the Customer shall provide such third party with a copy of these Conditions and shall draw to the third party's attention to the provisions of this clause 10.

11. REPAIR AND MAINTENANCE

11.1 If requested by the Customer, the Company may provide the Customer with a repair and maintenance service (the "**Services**") at the price specified in the quotation, estimate or proposal provided by the Company.

11.2 Upon receipt of notification from the Customer that the Services are required, the Company shall use reasonable endeavours to provide the Services at the premises at which the Services are to be performed within a reasonable period from the receipt of such notification.

The Company shall use reasonable endeavours to meet any performance dates for the Services specified in the Contract, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services. The Customer acknowledges that certain parts may be dependent on the Company's own suppliers and timing may be delayed accordingly.

The Customer shall make available adequate access, working space and facilities to enable the Company to provide the Services.

Any obligation of the Company to provide the Services shall be suspended without liability of the Company whilst the Customer is in default of any of its obligations to the Company in the Contract (or any other contract or agreement between the parties).

The Company shall, where necessary, replace any part of the Goods that have been damaged by the Company or have become defective through normal wear and tear. Such replacement parts shall be charged to the Customer at the Company's current prices from time to time.

11.7	The Company warrants to the Customer that the Services will be provided using reasonable care and skill.	12.3.3	the defect arises as a result of the Company following any drawing, design or specification supplied by the Customer;	supplied by the Company, whether or not invoiced to the Customer).	12.10	Unless the Customer notifies the Company that it intends to make a claim under this Contract within the notice period, the Company shall have no liability for that event. The notice period shall start on the day on which the Customer became, or ought reasonably to have become, aware of an event giving rise to a claim under the Contract 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.	
12.	LIABILITY						
12.1	The Company warrants that on delivery, and for a period of 12 months from the date of delivery (" Warranty Period "), the Goods shall:	12.3.4	the Customer alters or repairs such Goods without the written consent of the Company;	12.7.1	Subject to clause 12.2, the following types of loss listed in clause 12.7.2 are wholly excluded by the parties.		
12.1.1	conform in all material respects with their description and specification (if applicable); and	12.3.5	the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or	12.7.2	The following types of loss are wholly excluded:		
12.1.2	be free from material defects in material and workmanship.	12.3.6	the Goods differ from any specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.	12.7.2.1	loss of profits;		
12.2	Subject to clause 12.3, the Company shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full if:	12.4	Except as provided in this clause 12, the Company shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 12.1.	12.7.2.2	loss of sales or business;	12.11	This clause 12 shall survive termination of the Contract.
12.2.1	the Customer gives notice in writing during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 12.1;	12.5	The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Company.	12.7.2.3	loss of agreements or contracts;		
12.2.2	the Company is given a reasonable opportunity of examining such Goods and verifies the defect; and	12.6	Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:	12.7.2.4	loss of anticipated savings;		
12.2.3	the Customer (if asked to do so by the Company) returns such Goods to the Customer's place of business at the Customer's cost.	12.6.1	death or personal injury caused by negligence;	12.7.2.5	loss of use or corruption of software, data or information;	13.1	All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Company.
12.3	The Company shall not be liable for the Goods' failure to comply with the warranties in clause 12.1 if:	12.6.2	fraud or fraudulent misrepresentation; and	12.7.2.6	loss of or damage to goodwill; and		
12.3.1	the Customer makes any further use of such Goods after giving a notice in accordance with clause 12.2;	12.6.3	breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).	12.7.2.7	indirect or consequential loss.	13.2	The Customer grants the Company a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to the Company for the term of the Contract for the purpose of providing the Services to the Customer.
12.3.2	the defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;	12.7	Subject to clause 12.6, the Company's total liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract to the Customer shall not exceed the 150% of the total charges (meaning all sums paid by the Customer and all sums payable under the Contract in respect of Goods and Services actually	12.8	The following types of loss and specific loss are not excluded:		
				12.8.1	sums paid by the Customer to the Company pursuant to the Contract, in respect of any Services not provided in accordance with the Contract;		
				12.8.2	reasonable and necessary additional costs of procuring and implementing replacements for, or alternatives to, Goods and/ or Services not provided in accordance with the Contract.	13.3	The Customer shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Company arising out of or in connection with any claim made against the Company for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the Company's use of any drawing, design or specification supplied by the Customer.
				12.9	The Company has given commitments as to compliance of the Goods and Services with relevant specifications in clause 11 and clause 7. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from these Conditions.		

14. FORCE MAJEURE

Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from a Force Majeure event.

15. TERMINATION

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

15.1.1 the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 7 days after receipt of notice in writing to do so;

15.1.2 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), 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 or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

15.1.3 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

15.1.4 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

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

15.2.1 the Customer fails to pay any amount due under the Contract on the due date for payment; or

15.2.2 there is a change of control of the Customer.

15.3 Without affecting any other right or remedy available to it, the Company may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Company if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 15.1.2 to clause 15.1.4 or the Company reasonably believes that the Customer is about to become subject to any of them.

15.4 On termination of the Contract:

15.4.1 the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Customer immediately on receipt;

15.4.2 the Customer shall return all of the materials supplied by the Company and any Goods which have not been fully paid for. If the Customer fails to do so, then the Company may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

15.5 Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

15.6 Any provision of the Contract that expressly or by implication is intended to have effect after

termination shall continue in full force and effect.

16. NOTICES

16.1 Any notice given to a party under or in connection with these Conditions shall be in writing and shall be:

16.1.1 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

16.1.2 sent by email to the address specified in the Order.

16.2 Any notice shall be deemed to have been received:

16.2.1 if delivered by hand, on signature of a delivery receipt;

16.2.2 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 at the time recorded by the delivery service; and

16.2.3 notice may not be sent by fax but may be sent by email and if sent by 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 16, 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.

16.3 This clause 16 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.

17. DATA PROCESSING AND DATA PROTECTION

17.1 The following definitions apply in this clause 17:

17.2 Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical

and organisational measures: as defined in the Data Protection Legislation.

17.3 Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

17.4 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 17 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

17.5 The parties acknowledge that for the purposes of the Data Protection Legislation, to the extent the Customer provides the Supplier with Personal Data, the Customer is the Controller and the Company is the Processor.

17.6 Without prejudice to the generality of clause 17.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Company for the duration and purposes of the Contract.

17.7 Without prejudice to the generality of clause 17.1, the Company shall, in relation to any Personal Data processed in connection with the performance by the Company of its obligations under the Contract:

17.7.1 process that Personal Data only on the written instructions of the Customer unless the Supplier is required by Domestic Law to otherwise process that Personal Data;

17.7.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against

- unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 17.7.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- 17.7.4 not transfer any Personal Data outside of the UK unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
- 17.7.4.1 the Customer or the Company has provided appropriate safeguards in relation to the transfer;
- 17.7.4.2 the Data Subject has enforceable rights and effective legal remedies;
- 17.7.4.3 the Company complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- 17.7.4.4 the Company complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- 17.7.5 assist the Customer, at the Customer'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;
- 17.7.6 notify the Customer without undue delay on becoming aware of a Personal Data breach;
- 17.7.7 at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by domestic law to store the Personal Data; and
- 17.7.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 17.
- 17.8 Either party may, at any time on or not less than 30 days' notice, revise this clause 17 by replacing it with any applicable controller to processor standard clauses or similar terms adopted by the Information Commissioner or forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).
- 18. ASSIGNMENT AND OTHER DEALINGS**
- 18.1 The Company may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- 18.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Company.
- 19. SEVERANCE**
- 19.1 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.
- 20. WAIVER**
- 20.1 A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 21. NO PARTNERSHIP OR AGENCY**
- Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 22. ENTIRE AGREEMENT**
- 22.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, warranties and representations between them, whether written or oral, relating to its subject matter.
- 22.2 Each party acknowledges that it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in the Contract.
- 22.3 Nothing in this clause shall limit or exclude any liability for fraud.
- 23. THIRD PARTIES RIGHTS**
- Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 24. VARIATION**
- Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).
- 25. LAW AND JURISDICTION**
- 25.1 The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 25.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.