

1. Definitions and Interpretation					3.6	The Prices are exclusive of VAT.
1.1	In these Conditions the following definitions apply:	1.2	In these Conditions, unless the context otherwise requires:		3.7	The Customer shall pay any applicable VAT to the Supplier on receipt of a valid VAT invoice.
Affiliate	means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity;	1.2.1	a reference to the Contract includes these Conditions, the Order, and their respective schedules, appendices and annexes (if any);		3.8	After entering into the Contract, the Supplier may increase the Prices where it is reasonable and necessary to do so in order to reflect increases in its operating costs. The Supplier may increase the Prices at any time by giving the Customer not less than 5 Business Days' notice in writing.
Agreement	means the Contract	1.2.2	any clause, schedule or other headings in these Conditions are included for convenience only and shall have no effect on the interpretation of these Conditions;		3.9	Notwithstanding clause 3.8, the Supplier may increase the Prices with immediate effect by written notice to the Customer where there is an increase in the direct cost to the Supplier of supplying the relevant Deliverables which is due to any factor beyond the control of the Supplier.
Business Day	means a day other than a Saturday, Sunday or bank or public holiday in England;	1.2.3	a reference to a 'party' means either the Supplier or the Customer and includes that party's personal representatives, successors and permitted assigns;		4	Payment
Conditions	means the Supplier's terms and conditions of sale set out in this document;	1.2.4	a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;		4.1	The Supplier shall invoice the Customer for the Deliverables at any time after performance of the Services.
Confidential Information	means any commercial, financial or technical information, information relating to the Deliverables, plans, know-how or trade secrets which is obviously confidential or has been identified as such, or which is developed by the Customer in performing its obligations under, or otherwise pursuant to the Contract;	1.2.5	a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;		4.2	The Customer shall pay all invoices:
Contract	means the agreement between the Supplier and the Customer for the sale and purchase of the Deliverables incorporating these Conditions and the Order;	1.2.6	a reference to a gender includes each other gender;		4.2.1	in full without deduction or set-off, in cleared funds within 30 calendar days of the date of each invoice; and
Controller	shall have the meaning given in applicable Data Protection Laws from time to time;	1.2.7	words in the singular include the plural and vice versa;		4.2	to the bank account nominated by the Supplier.
Customer	means the person who purchases the Deliverables from the Supplier and whose details are set out in the Order;	1.2.8	any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;		4.2.1	Time of payment is of the essence. Where sums due under these Conditions are not paid in full by the due date:
Data Protection Laws	means, as binding on either party or the Services: (a) the GDPR; (b) the Data Protection Act 2018; (c) any laws which implement any such laws; and (d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;	1.2.9	a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form;		4.3	the Supplier is entitled to demand immediate payment of all invoices sent to the Customer irrespective of date;
Data Subject	shall have the meaning in applicable Data Protection Laws from time to time;	1.2.10	a reference to legislation is a reference to that legislation as in force at the date of the Contract or amended, extended, re-enacted or consolidated from time to time except to the extent that any such amendment, extension or re-enactment would increase or alter the liability of a party under the Contract; and		4.3.1	the Supplier is entitled to withhold further provision of Deliverables under the Contract or any other contract with the Customer until all payment and interest due under all invoices has been paid;
Deliverables	means the Services;	1.2.11	a reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English equivalent in that jurisdiction.		4.3.2	the Supplier may, at its discretion, rescind the Contract and recover such goods or materials as remain the Supplier's property; and
Force Majeure	means an event or sequence of events beyond any party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster; war, riot or civil unrest; interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service; or material required for performance of the Contract; strike, lockout or boycott or other industrial action including strikes or other industrial disputes involving the Supplier's or its suppliers' workforce, but excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay;	2	Application of these Conditions		4.3.3	the Supplier is entitled to recover from the Customer all costs and fees reasonably incurred in respect of so doing.
GDPR	means the General Data Protection Regulation, Regulation (EU) 2016/679;	2.1	These Conditions apply to and form part of the Contract between the Supplier and the Customer. They supersede any previously issued terms and conditions of purchase or supply.		4.3.4	The Supplier may, without limiting its other rights, charge interest on such sums in accordance with the provisions of the Late Payment of Commercial Debts (Interest) Act 1998, and
International Organisation	has the meaning given in the applicable Data Protection Laws from time to time;	2.2	No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that the Supplier otherwise agrees in writing.		4.3.5	interest shall accrue on a daily basis and apply from the due date for payment until actual payment in full, whether before or after judgment.
Modern Slavery Policy	means the Supplier's anti-slavery and human trafficking policy in force and notified to the Customer from time to time;	2.3	No variation of these Conditions or to an Order or to the Contract, shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of the Customer.		4.4	The Supplier may, at its own sole discretion, require the Customer at the time of or before entering into any Contract to arrange for a personal guarantee of the Customer's liabilities from a director or directors of the Customer, or such other form of security as the Supplier may deem appropriate. Such guarantee or security shall extend to the whole of the Customer's liability to the Company incurred since the granting of such guarantee or security.
Order	means the Customer's order for the Services in substantially the same form as set out in the General Service Agreement in the form produced in schedule 1;	2.4	Each Order by the Customer to the Supplier shall be an offer to purchase the Deliverables subject to these Conditions.		5	Delivery and performance
Personal Data	has the meaning given in the applicable Data Protection Laws from time to time;	2.5	An Order may be withdrawn or amended by the Customer at any time before acceptance by the Supplier. If the Supplier is unable to accept an Order, it shall notify the Customer promptly.		5.1	The Services shall be performed by the Supplier at the Premises on the date(s) specified in the Order. The Services shall be deemed delivered by the Supplier only on completion of the performance of the Services at the Premises.
Personal Data Breach	has the meaning given in the applicable Data Protection Laws from time to time;	2.6	The offer constituted by an Order shall remain in effect and capable of being accepted by the Supplier until withdrawn by the Customer giving notice to the Supplier after the expiry of 14 Business Days from the date on which the Customer submitted the Order.		5.2	The Supplier will consider the continued performance of the Services without complaint or query from the Customer to comprise an implied statement of satisfaction by the Customer regarding the Supplier's performance of the Deliverables.
Premises	means the Customer's premises at which the Company is to provide services under the Agreement;	2.7	The Supplier may accept or reject an Order at its discretion. An Order shall not be accepted, and no binding obligation to supply any Deliverables shall arise, until the earlier of:		5.3	Each performance of the Services shall be accompanied by a delivery note stating:
Price	has the meaning given in clause 3.5;	2.7.1	the Supplier's written acceptance of the Order; or		5.3.1	the date of performance of the Services pursuant to the Order;
Processing	has the meaning given to it in applicable Data Protection Laws from time to time (and related expressions, including process, processed, processing, and processes shall be construed accordingly);	2.7.2	the Supplier performing the Deliverables or notifying the Customer that they are ready to be performed.		5.3.2	the relevant Customer and Supplier details;
Processor	has the meaning given to it in applicable Data Protection Laws from time to time;	2.8	Rejection by the Supplier of an Order, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by the Customer.		5.3.3	the category, type and quantity of Services performed and the type of consumables left at the Premises (if any); and
Protected Data	means Personal Data received from or on behalf of the Customer in connection with the performance of the Supplier's obligations under the Contract;	2.9	The Supplier may issue quotations to the Customer from time to time. Quotations are invitations to treat only. They are not an offer to supply Deliverables and are incapable of being accepted by the Customer.		5.3.4	any special instructions, handling and other requests.
Services	means the services to be performed by the Supplier to the Customer as per the Order, including but not limited to Commercial Cleaning Services and the supply of consumables;	2.10	Marketing and other promotional material relating to the Deliverables are illustrative only and do not form part of the Contract.		5.4	Time is not of the essence in relation to the performance of the Deliverables. The Supplier shall use its reasonable endeavours to meet estimated dates for performance, but any such dates are approximate only.
Specification	means the description or specification of the Deliverables set out or referred to in the Order;	3	Quotation and Price		5.5	The Supplier shall not be liable for any delay in or failure of performance caused by:
Sub-Processor	means any agent, subcontractor or other third party (excluding its employees) engaged by the Supplier for carrying out any processing activities on behalf of the Customer in respect of the Protected Data;	3.1	Any price shown on any quotation is valid for 30 days from the date of such quotation.		5.5.1	the Customer's failure to: (i) make the Premises available, (ii) prepare the Premises in accordance with the Supplier's instructions or (iii) provide the Supplier with adequate instructions for performance;
Supplier	means Calabash Group Ltd of The Coach House, Powell Road, Buckhurst Hill, Essex, IG9 5RD and registered with number 01852489; all employees, officers, staff, other workers, agents and consultants of the Supplier, its Affiliates and any of their sub-contractors who are engaged in the performance of the Services from time to time; and means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Deliverables.	3.2	Each quotation is given on the basis that no Contract will come into existence between the Company and the Customer until the Order has been accepted pursuant to clause 2 above.		5.5.2	Force Majeure.
Supplier Personnel		3.3	The parties agree that the Supplier's quotations for the provision of Services are based upon wage levels, complexity of the works, consumable prices and operating costs, including the costs of statutory compliance, prevalent at the date of quotation. The Customer therefore agrees that the Supplier may subsequently increase its prices where reasonable and necessary to do so, in order to reflect increases in its operating costs arising from:		5.6	In the event that the Customer relocates or closes the Premises these Terms and Conditions will remain in effect until the first or next anniversary of the Agreement on the following basis:
VAT		3.3.1	increases to the statutory minimum wage;		5.6.1	If the Premises are closed or relocated to a location outside the area serviced by the Supplier the Customer remains liable to the Supplier under the terms of Agreement;
		3.3.2	compliance to new or revised regulatory legislation		5.6.2	If the Premises are relocated to a location within the area serviced by the Supplier the Agreement will continue but the Supplier will be entitled to amend its prices to reflect any increase or decrease in the cost of performing its obligations at the new location.
		3.4	The Supplier reserves the right to amend the Price to reflect any increase in the cost which is due to any factor beyond the control of the Supplier (including, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Services which are requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate information or instructions.		5.7	The Supplier shall provide adequate staff, cleaning materials and consumables to ensure that the Premises are cleaned and that consumables are replenished in accordance with the cleaning specification for the Agreement.
		3.5	The price for the Deliverables shall be as set out in the Order or, in default of such provision, shall be calculated in accordance with the Supplier's scale of (Price).		5.8	Any reference in the Agreement to the number of the Supplier's staff to be deployed under it or the time taken for cleaning is agreed by both Parties to be indicative and for guidance only and the Price is payable irrespective of the number of staff deployed or the time taken.
					5.9	The Supplier may amend its staff deployment levels and times of deployment at any time without notice to the Customer subject to agreed constraints on access time to the Premises.
					5.10	The Supplier may refuse to provide services under the Agreement in circumstances where the Supplier reasonably believes that:
					5.10.1	its employees may be exposed to inadequately managed risk of danger; or

5.10.2	the Customer is failing to comply with relevant and applicable Occupational Health and Safety legislation or codes of conduct.	9.5	Subject to clauses 9.7, the Supplier shall not be liable for consequential, indirect or special losses.		28 of the GDPR (and under any equivalent Data Protection Laws equivalent to that Article 28), and allow for and contribute to audits, including inspections, by the Customer (or another auditor mandated by the Customer) for this purpose (subject to a maximum of one audit request in any 12 month period under this clause 11.10).
5.11	The Customer shall:	9.6	The limitations of liability set out in this clause 9 shall not apply in respect of any indemnities given by either party under the Contract.		On the end of the provision of the Services relating to the processing of Protected Data, at the Customer's cost and the Customer's option, the Supplier shall either return all of the Protected Data to the Customer or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires the Supplier to store such Protected Data. This clause 11 shall survive termination or expiry of the Contract.
5.11.1	Provide adequate and secure storage facilities at the Premises for the safe keeping of the Supplier's materials and machinery.	9.7	Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:	11.10	
5.11.2	Comply with relevant and applicable Occupational Health and Safety legislation and codes of conduct in respect of the Premises.	9.7.1	death or personal injury caused by negligence;		
5.11.3	Ensure access to the Premises is available in accordance with the Agreement or any specially-agreed times or dates agreed with the Supplier.	9.7.2	employee dishonesty limited to £250,000.00;		
5.11.4	Comply with its payment obligations under Clause 4.	9.7.3	legal liability to third parties for accidental personal injury or damage to third party property limited to £5,000,000.00;		
6	Anti-bribery	9.7.4	legal liability for loss or damage to clients keys in our custody or control limited to £100,000.00	12	Force Majeure
6.1	For the purposes of this clause 6 the expressions 'adequate procedures' and 'associated with' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.	10	Confidentiality and announcements	12.1	A party shall not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:
6.2	Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:	10.1	The Customer shall keep confidential all Confidential Information of the Supplier and shall only use the same as required to perform the Contract.	12.1.1	promptly notifies the other party of the Force Majeure event and its expected duration; and
6.2.1	all of that party's personnel;	10.2	This clause shall remain in force for the duration of the Contract and, subsequently, for 3 years after termination of the Contract.	12.1.2	uses best endeavours to minimise the effects of that event.
6.2.2	all others associated with that party; and	10.3	The Customer shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.	12.2	If, due to Force Majeure, a party:
6.2.3	all of that party's subcontractors;	10.4	To the extent any Confidential Information is Protected Data such Confidential Information may be disclosed or used only to the extent such disclosure or use does not conflict with any provisions of clause 11.	12.2.1	is or shall be unable to perform a material obligation; or
6.3	involved in performing the Contract so comply.	11	Processing of personal data	12.2.2	is delayed in or prevented from performing its obligations for a total of more than 60 days in any consecutive period of 90 days;
6.3	Without limitation to clause 6.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.	11.1	The parties agree that the Customer is a Controller and that the Supplier is a Processor for the purposes of processing Protected Data pursuant to the Contract. The Customer shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data. The Customer shall ensure all instructions given by it to the Supplier in respect of Protected Data (including the terms of the Contract) shall at all times be in accordance with Data Protection Laws.	13	the other party may terminate the Contract on immediate notice or renegotiate the Contract to achieve, as nearly as possible, the original commercial intent.
6.4	Each party shall immediately notify the other as soon as it becomes aware of a breach or possible breach of any of the requirements in this clause 6.	11.2	The Supplier shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of the Contract.	13.1	Termination
7	Anti-slavery	11.3	The Customer shall indemnify and keep indemnified the Supplier against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a supervisory authority) arising out of or in connection with any breach by the Customer of its obligations under this clause 11.	13.1	The Supplier may terminate the Contract or any other contract which it has with the Customer at any time by giving notice in writing to the Customer if:
7.1	The Customer undertakes, warrants and represents that:	11.4	The Supplier shall:	13.1.1	the Customer commits a material breach of the Contract and such breach is not remediable;
7.1.1	neither the Customer nor any of its officers, employees, agents or subcontractors has: committed an offence under the Modern Slavery Act 2015 (an MSA Offence);	11.4.1	only process (and shall ensure Supplier Personnel only process) the Protected Data in accordance with the schedule and the Contract (and not otherwise unless alternative processing instructions are agreed between the parties in writing) except where otherwise required by applicable law (and shall inform the Customer of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest); and	13.1.2	the Customer commits a material breach of the Contract which is not remedied within 28 days of receiving written notice of such breach;
(a)	been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or	11.4.2	without prejudice to clause 16.1, if the Supplier believes that any instruction received by it from the Customer is likely to infringe the Data Protection Laws it shall promptly inform the Customer and be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing.	13.1.3	the Customer has failed to pay any amount due under the Contract on the due date and such amount remains unpaid within 30 days after the Supplier has given notification that the payment is overdue; or
(b)	is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;	11.5	Taking into account the state of technical development and the nature of processing, the Supplier shall implement and maintain the technical and organisational measures set out in Part C of the schedule to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.	13.1.4	any consent, licence or authorisation held by the Customer is revoked or modified such that the Customer is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.
(c)	it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy; and it shall notify the Supplier immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of Customer's obligations under clause 11.1. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Customer's obligations.	11.6	The Supplier shall:	13.2	The Supplier may terminate the Contract at any time by giving notice in writing to the Customer if the Customer:
7.1.2	Any breach of clause 7.1 by the Customer shall be deemed a material breach of the Contract and shall entitle the Supplier to terminate the Contract with immediate effect.	11.6.1	not permit any processing of Protected Data by any agent, subcontractor or other third party (except its or its Sub-Processors' own employees in the course of their employment that are subject to an enforceable obligation of confidence with regards to the Protected Data) without the specific written authorisation of the Customer;	13.2.1	stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
7.1.3		11.6.2	prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a written contract containing materially the same obligations as under this clause 11 that is enforceable by the Supplier and ensure each such Sub-Processor complies with all such obligations;	13.2.2	is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the Supplier reasonably believes that to be the case;
7.2		11.6.3	remain fully liable to the Customer under the Contract for all the acts and omissions of each Sub-Processor as if they were its own; and	13.2.3	becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
8	Indemnity and insurance	11.6.4	ensure that all persons authorised by the Supplier or any Sub-Processor to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential.	13.2.4	has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
8.1	The Customer shall indemnify, and keep indemnified, the Supplier from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by the Supplier as a result of or in connection with the Customer's breach of any of the Customer's obligations under the Contract.	11.7	The Supplier shall (at the Customer's cost):	13.2.5	has a resolution passed for its winding up;
8.2	The Customer shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom to cover its obligations under the Contract. On request, the Customer shall supply so far as is reasonable evidence of the maintenance of the insurance and all of its terms from time to time as applicable.	11.7.1	assist the Customer in ensuring compliance with the Customer's obligations pursuant to Articles 32 to 36 of the GDPR (and any similar obligations under applicable Data Protection Laws) taking into account the nature of the processing and the information available to the Supplier; and	13.2.6	has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
9	Limitation of liability	11.7.2	taking into account the nature of the processing, assist the Customer (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Customer's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Protected Data.	13.2.7	is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within 7 days of that procedure being commenced;
9.1	The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 9.	11.8	The Supplier shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the United Kingdom or to any International Organisation without the prior written consent of the Customer.	13.2.8	has a freezing order made against it;
9.2	Without prejudice to the generality of any of the other terms in the Contract, the Customer will indemnify the Supplier and keep the Supplier indemnified against all claims, costs, proceedings, demands or liability of whatsoever nature incurred by or made against the Supplier.	11.9	The Supplier shall, in accordance with Data Protection Laws, make available to the Customer such information that is in its possession or control as is necessary to demonstrate the Supplier's compliance with the obligations placed on it under this clause 16 and to demonstrate compliance with the obligations on each party imposed by Article	13.2.9	is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title in those items;
9.2.1	which arise from any Services carried out by the Supplier, but which result directly or indirectly partially or wholly from an act or omission of the Customer or any other person; or			13.2.10	is subject to any events or circumstances analogous to those in clauses 13.2.1 to 13.2.9 in any jurisdiction;
9.2.2	arising or resulting from the death of or injury to any of the Supplier's servants, agents or sub-contractors while he or they are on site (wherever that may be, other than the Supplier's own premises, where such person or persons are performing services for the Customer) howsoever caused otherwise than wholly through the Supplier's negligence or the Supplier's servants', agents' or sub-contractors' negligence.			13.2.11	takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses 13.2.1 to 13.2.10 including for the avoidance of doubt, but not limited to, giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.
9.3	The Customer will indemnify and keep indemnified the Supplier, the Supplier's servants, agents and sub-contractors against any loss or damage of whatsoever nature, including but not limited to death or of injury to any person or persons, and however so arising, incurred or suffered by the Supplier, the Supplier's servants, agents or sub-contractors by reason of any claim made by a third party which loss or damage would not have been incurred or suffered if the third party had been in direct contractual relationship with the Supplier, the Supplier's servants, agents or sub-contractors provided always that this indemnity shall not apply where such loss or damage arises from any negligence or breach of the Contract on the Supplier's part or on the part of the Supplier's servants, agents or sub-contractors.			13.3	The Supplier may terminate the Contract at any time by giving not less than 4 weeks' notice in writing to the Customer if the Customer undergoes a change of Control or if it is realistically anticipated that it shall undergo a change of Control within two months.
9.4	The Customer will insure against any liability, loss or damage that it is obliged to indemnify the Supplier against under Clauses 9.2 and 9.3.			13.4	If the Customer becomes aware that any event has occurred, or circumstances exist, which may entitle the Supplier to terminate the Contract under this clause 13, it shall immediately notify the Supplier in writing.

time services of any employee of the Supplier in any capacity, within a period of one year after the expiry of the Agreement.

14.1.1 The Customer agrees that in the event of it contravening Sub-Clause 14.1 it will pay the Supplier an amount equal to the annualised charge from the Supplier to the Customer for each employee concerned.

14.2 The Customer agrees that in the event that the Transfer of Undertakings (Protection of Employment) Regulations 2006 becoming applicable to the Agreement it shall indemnify the Supplier against any consequential costs or liabilities incurred, including but not limited to any increase in wage rates payable by the Supplier and any claims for unfair dismissal.

15 Dispute resolution

15.1 Any dispute arising between the parties out of or in connection with the Contract shall be dealt with in accordance with the provisions of this clause 15.

15.2 The dispute resolution process may be initiated at any time by either party serving a notice in writing on the other party that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.

15.3 The parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedures:

15.3.1 The matter shall be referred to the Managing Director of the Supplier and the Chief Executive Officer of the Customer for the purposes of resolving such dispute.

15.3.2 If such dispute is not resolved within 14 days following notification made in accordance with Clause 15.3.1 the Customer and/or the Supplier shall be entitled to suspend performance of the Contract until such time as the dispute is reasonably resolved to the satisfaction of the parties.

15.4 The specific format for the resolution of the dispute under clause 15.3.1 shall be left to the reasonable discretion of the parties but may include the preparation and submission of statements of fact or of position.

15.5 If the dispute has not been resolved within 14 days of the first under clause 15.3.1 then the matter may be referred to mediation in accordance with the London Court of International Arbitration Mediation Rules.

15.6 Either party may issue formal legal proceedings or commence arbitration at any time whether or not the steps referred to in clauses 15.3 and 15.5 have been completed.

16 Notices

16.1 Any notice or other communication given by a party under these Conditions shall:

16.1.1 be in writing and in English;

16.1.2 be signed by, or on behalf of, the party giving it (except for notices sent by email); and

16.1.3 be sent to the relevant party at the address set out in the Contract

16.2 Notices may be given, and are deemed received:

16.2.1 by hand: on receipt of a signature at the time of delivery;

16.2.2 by Royal Mail Recorded Signed For post: at 9.00 am on the second Business Day after posting;

16.2.3 by Royal Mail International Tracked & Signed post: at 9.00 am on the 4 Business Day after posting; and

16.2.4 by email provided confirmation is sent by first class post: on receipt of a delivery receipt email from the correct address.

16.3 Any change to the contact details of a party as set out in the Contract shall be notified to the other party in accordance with clause 16.1 and shall be effective:

16.3.1 on the date specified in the notice as being the date of such change; or

16.3.2 if no date is so specified, 2 Business Days after the notice is deemed to be received.

16.4 All references to time are to the local time at the place of deemed receipt.

16.5 This clause does not apply to notices given in legal proceedings or arbitration.

17 Cumulative remedies

The rights and remedies provided in the Contract for the Supplier only are cumulative and not exclusive of any rights and remedies provided by law.

18 Time

Unless stated otherwise, time is of the essence for any date or period specified in the Contract in relation to the Customer's obligations only.

19 Further assurance

The Customer shall at the request of the Supplier, and at the Customer's own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.

20 Entire agreement

20.1 The parties agree that this Contract constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

20.2 Each party acknowledges that it has not entered into the Contract in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Contract. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this Contract.

20.3 Nothing in these Conditions purports to limit or exclude any liability for fraud.

21 Variation

No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by, or on behalf of, the Supplier.

22 Variation, Assignment and Sub-Contracting

22.1 Any Contract between the Parties shall not be assigned or transferred without the prior written consent of the Supplier.

22.2 The Customer confirms that the Supplier may sub-contract the performance of any Contract for supply of services by the Supplier.

23 Set off

23.1 The Supplier shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Customer under the Contract or under any other contract which the Supplier has with the Customer.

23.2 The Customer shall pay all sums that it owes to the Supplier under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

24 No partnership or agency

The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

25 Equitable relief

The Customer recognises that any breach or threatened breach of the Contract may cause the Supplier irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to the Supplier, the Customer acknowledges and agrees that the Supplier is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

26 Severance

26.1 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.

26.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

27 Waiver

27.1 No failure, delay or omission by the Supplier in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

27.2 No single or partial exercise of any right, power or remedy provided by law or under the Contract by the Supplier shall prevent any future exercise of it or the exercise of any other right, power or remedy by the Supplier.

27.3 A waiver of any term, provision, condition or breach of the Contract by the Supplier shall only be effective if given in writing and signed by the Supplier, and then only in the instance and for the purpose for which it is given.

28 Costs and expenses

The Customer shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Contract (and any documents referred to in it).

29 Third party rights

29.1 Except as expressly provided for in clause 29.2, a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

29.2 Any Affiliate of the Supplier shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract. The consent of any such Affiliate is not required in order to rescind or vary the Contract or any provision of it.

30 Governing law

The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

31 Jurisdiction

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).