

THRIVE FOR LIMITED
STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS TO THRIVE FOR HIRE

1 Definitions and Interpretation

In these standard terms and conditions:

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

“Anti-Bribery Laws” any and all statutes, statutory instruments, bye-laws, orders, directives, treaties, decrees and laws which relate to anti-bribery and/or anti-corruption, including the Bribery Act;

“Bribery Act” the Bribery Act 2010;

“Business Day” a day that is not a Saturday, Sunday or public or bank holiday in England and/or Wales;

“Company” THRIVE FOR LIMITED;

“Confidential Information” all information in respect of the business of the Company including the Specification, know-how and other matters connected with the Goods, information concerning the Company’s relationships with actual or potential clients, customers or suppliers and the needs and requirements of the Company and of such persons, any information marked confidential or which are by their nature clearly confidential and any other information which, if disclosed, will be liable to cause harm to the Company;

“Contract” the contract between the Company and the Supplier for the sale and purchase of the Goods formed in accordance with Condition 2;

“Delivery Date” the date on and the time at which the delivery of the Goods shall be made as stated on the relevant Order or in any delivery instructions relating thereto;

“Good Industry Practice” the exercise of skill, diligence, prudence and foresight as would reasonably and ordinarily be expected from a person with appropriate skill and experience exercising all due care and attention in seeking to comply with its contractual obligations and in compliance with all applicable laws and engaged in the same type of undertaking and under the same or similar circumstances and conditions as those in which the relevant matter arises;

“Goods” the goods (including any part or instalment thereof) agreed to be purchased by the Company from the Supplier and described in the relevant Order;

“Group Company” or “Group Companies” its Parent Undertakings, its Subsidiary Undertakings and the Subsidiary Undertakings of any of its Parent Undertakings from time to time (“Parent Undertaking” and “Subsidiary Undertaking” having the meanings set out in section 1162 Companies Act 2006);

“Insolvent” the Supplier is unable to pay its debts as they fall due or, in the reasonable opinion of the Company, is likely to become insolvent or bankrupt or does become insolvent or bankrupt or any similar event occurs in respect of the Supplier;

“Intellectual Property Rights” all intellectual and industrial property rights including patents, know-how, registered trade marks, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trade marks, rights to prevent passing off for unfair competition, copyright, database rights, topography rights and any other rights in any invention, discovery or process, in each case in the United Kingdom and all other countries in the world and together with all renewals and extensions;

“Order” any purchase order of the Company for the Goods incorporating these Terms and Conditions;

“Policy” the Company’s anti-corruption policy set out on the Company’s website (www.hss.com), as amended from time to time in accordance with Condition 12.8;

“Price(s)” the price(s) set out in the Order;

“Supplier” the person from whom the Company orders the Goods;

“Specification” in relation to the Goods, the technical specifications of those Goods; all preparatory, design and development materials which relate to the Goods; all plans, drawings, data or other information of any description which explains the structure, design, operation, functionality of the Goods; all information of any description which relates to the maintenance and/or support of the Goods;

“Terms and Conditions” these standard terms and conditions of purchase together with any special terms agreed in writing between the Supplier and the Company;

“VAT” value added tax;

1.2 unless the context otherwise requires:

1.2.1 references to the singular include the plural and vice versa and references to any gender include every gender;

1.2.2 references to a “person” include any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate legal personality);

1.3 references to any statute or statutory provision shall include any subordinate legislation made under it and shall be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time;

1.4 any words following the words “include”, “includes”, “including”, “in particular” or any similar words or expressions shall be construed without limitation and accordingly shall not limit the meaning of the words preceding them; and

1.5 an obligation on a party to procure or ensure the performance or standing of another person shall be construed as a primary obligation of that party.

2. FORMATION AND INCORPORATION

2.1 Subject to any variation under Condition 2.5, the Contract will be upon the Terms and Conditions to the exclusion of all other terms and conditions, including any terms or conditions which the Supplier purports to apply under any acknowledgement or confirmation of order, quotation, Specification, delivery note, invoice or similar document, whether or not such document is referred to in the Contract.

2.2 Each quotation for the Goods from the Supplier will be deemed to be an offer by the Supplier to sell the Goods upon the Terms and Conditions. All quotations provided by the Supplier, including the price provision, will remain open for 30 days from its date. The Contract is only formed when a written acceptance of the quotation is served by the Company on the Supplier. No contract will exist prior to service of such notice of acceptance.

2.3 Delivery of the Goods will be deemed conclusive evidence of the Supplier’s acceptance of the Terms and Conditions.

2.4 The Supplier may not cancel the Contract. Any proposal by the Supplier to alter the quantity, quality and description of the Goods must be notified to the Company and approved by the Company in writing prior to such Goods being despatched.

2.5 The Company may by reasonable notice in writing to the Supplier at any time prior to delivery of the Goods, change the address or time for delivery, method of shipment or packing, or alter the Specification or quantity or volume of Goods and/or Service to be provided. In such circumstances, the Supplier shall use all reasonable endeavours to accommodate such request. If such changes result in an increase in cost of, or time required for, performance of the Contract an equitable adjustment will be made to the price, delivery schedule or both. Any such claim or adjustment must be approved by the Company in writing before the Supplier proceeds with such changes. If the Supplier is unable to accommodate the request, the Supplier shall notify the Company accordingly, whereupon the Company shall have the right to cancel the Order to which such requested amendment related in whole or in part.

2.6 Subject to Condition 2.7, the Company is entitled to cancel the Contract in whole or in part by giving written notice to the Supplier not less than 10 days prior to delivery of the Goods, in which event the Company’s sole liability shall be to pay to the Supplier a reasonable price for any work already completed by the Supplier.

2.7 The Company shall have no right to cancel the Contract in whole or in part in relation to Goods which are the Company’s written request bespoke or made to the Company’s own specification.

2.8 No variation to the Terms and Conditions shall be effective unless it is in writing and signed by a duly authorised representative on behalf of the Company.

2.9 Nothing in this Contract shall place a requirement on the Company to order Goods from the Supplier or be construed as any representation or guarantee from the Company as to the volume or value of Goods that the Company may purchase under this Contract

3. THE GOODS

3.1 All parts delivered should be clearly labelled with accompanying paperwork, delivered on time in accordance with the agreed lead-time. In locations where a booking in system is in use, you must book in your delivery in according to that locations booking in process.

3.2 The quantity and description of the Goods will be as set out in the Order and/or in any applicable Specification supplied or advised by the Company to the Supplier with or before the Order.

3.3 The Supplier will comply with all agreed THRIVE for hire Technical Specifications, applicable standards, laws, regulations and other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods.

3.4 The Company will have the right to inspect and test the Goods at any time prior to delivery by providing notice to the Supplier. The Supplier will not unreasonably refuse any request by the Company to carry out such inspection and testing and will provide the Company with all facilities reasonably required.

3.5 The Company shall be under no obligation to accept or pay for any Goods delivered in excess of the quantity ordered. The risk in any over-delivered Goods shall remain with the Supplier unless they are accepted by the Company. The Supplier warrants to cover any costs incurred by the Company as a consequence of over delivery.

3.6 If as the result of such inspection or testing the Company is not satisfied that the Goods will comply in all respects with the Contract and the Company so informs the Supplier within 30 days of inspection or testing, the Supplier will take all steps necessary to ensure compliance. Without prejudice to any other rights of the Company under the Contract, any failure of this obligation by the Supplier will be deemed to be a material breach entitling the Company to terminate the Contract under Condition 13.1.1. The Company reserves the right to levy a penalty charge, to a mutually agreed structure, for any non-conforming product / deliveries.

3.7 Notwithstanding any such inspection or testing, the Supplier will remain fully responsible for the Goods and any such inspection or testing will not diminish or otherwise affect the Supplier’s obligations under the Contract.

3.8 The Supplier acknowledges that precise conformity of the Goods with the Contract is of the essence of the Contract and the Company will be entitled to reject the Goods or terminate the Contract under Condition 13.1.1 if the Goods are not in conformance with the Contract, however slight the breach may be. Any breach of this condition is deemed to be a material breach.

3.9 In respect of the Goods, the Supplier will maintain and observe quality control and supplier quality assurance standards in accordance with the requirements of the Company, its customs, relevant British Standards and statutory and regulatory bodies.

3.10 The Supplier will maintain detailed quality control and manufacturing records for the period of at least 7 years from the date of supply.

3.11 The Supplier shall supply to the Company spare parts for the Goods in such quantities as the Company may from time to time require for a reasonable charge, where appropriate, for a period of 7 years from the start of the Contract, provided that the Company shall at all times be free to obtain any spare parts that may be required from sources other than the Supplier. All warranties and undertakings given by the Supplier under these Terms and Conditions shall apply to all spare parts supplied under the Contract by the Supplier or any permitted subcontractors and/or its own suppliers.

3.12 If during the period specified in Condition 3.11 above, the Supplier or any permitted subcontractors and/or its own suppliers discontinue the manufacture and supply of spare parts, the Supplier shall (or shall procure that any permitted subcontractors and/or its own suppliers shall) grant the Company a non-exclusive, irrevocable, royalty-free, transferable, perpetual licence (including the right to grant sub-licences) to manufacture and use such spare parts and the Suppliers shall promptly deliver and disclose to the Company all requisite manufacturing details, design, detail drawings, manufacturing procedures, know-how and other technical information for this purpose.

4. PRICE

4.1 Subject to Condition 4.2, the only monies to be paid by the Company in connection with the supply of the Goods are the Prices which shall be inclusive of all costs and expenses incurred by the Supplier including all packaging, insurance, carriage and delivery costs, unless otherwise agreed.

4.2 Any sum payable under the Contract is exclusive of value added tax (and any other similar or equivalent taxes, duties, fees and levies imposed from time to time by any government or other authority) which shall be payable in addition to that sum in the manner and at the rate prescribed by law from time to time, subject to receipt by the Company of a valid value added tax invoice.

4.3 The Supplier shall not be entitled to increase the Prices without the written agreement of the Company. In any event, prices shall remain fixed for the period in line with the Trading Terms document (Appendix 1). After this date, the Supplier shall give the Company 3 months' notice of its intention to amend the Prices, which period shall include negotiations in good faith as to the new Prices.

4.4 At its sole discretion, the Company may decide to benchmark the performance of the Supplier and Prices to determine whether the Supplier is competitive, and to verify that the Goods and/or Services are being supplied in accordance with Good industry practice. The Supplier will be required to provide appropriate access to information in order to enable benchmarking.

5. PAYMENT

5.1 Subject to the Supplier performing its obligations in accordance with the terms of the Contract, the Company shall pay the Prices to the Supplier in accordance with this Condition 5.

5.2 The Supplier shall invoice the Company for the Price for the Goods following delivery of the Goods in accordance with Condition 7.1.

5.3 Each invoice shall be a valid value added tax invoice and shall be sent to the Company at the address and in the manner specified in Condition 16.2.

5.4 Subject to Condition 5.5 and the Company's acceptance of the applicable Goods, each invoice shall be payable by the Company within 60 Business Days following the date on which the invoice is received by the Company. All payments shall be made in pounds sterling.

5.5 The Company shall be entitled to set-off any liability which the Supplier has to it or any member of the Company's Group Companies against any liability which it has to the Supplier, whether such liability is present or future, liquidated or unliquidated, under the Contract or any other contract between the parties or other cause of action.

5.6 No payment made by the Company shall constitute acceptance by the Company of the Goods or otherwise prejudice any rights or remedies which the Company may have against the Supplier including the right to recover any amount overpaid or wrongfully paid to the Supplier.

5.7 If the Company fails to make payment on the due date, the Supplier shall be entitled to charge the Company interest on the overdue sum from the due date until payment of the overdue sum at the annual rate of 2% a year above the Bank of England's base rate from time to time and at 2% a year for any period when that base rate is below 0%. It is agreed by the parties that this Condition 5.7 provides the Supplier with a substantial remedy pursuant to sections 8 and 9 of the Late Payment of Commercial Debts (Interest) Act 1998.

6. INSTALMENTS

6.1 The Supplier may not deliver the Goods by separate instalments unless agreed in writing by the Company. If the Company does agree, the Contract will be construed as a separate Contract in respect of each instalment or stage, and without prejudice to any other right or remedy, the Company will have the right, but not the obligation, to:

6.1.1 treat all the Contracts for the total Order as repudiated if the Supplier fails to deliver or perform any instalment or stage; and

6.1.2 reject any or all of the instalments for the total Order if the Company is entitled to reject any one instalment.

7. DELIVERY / PERFORMANCE

7.1 The Goods will be delivered to the address specified on the Order (or such other place as is agreed by the Company in writing prior to delivery or performance) on the Delivery Date. The Supplier will off-load the Goods at its own risk as directed by the Company.

7.2 The Goods will be delivered and/or performed shall be carried out in accordance with the relevant Order and any delivery instructions relating thereto.

7.3 The Supplier will ensure that:

7.3.1 the Goods are marked in accordance with the Company's instructions and any applicable regulations or requirements of the carrier and properly packed and stored so as to reach their destination in an undamaged condition;

7.3.2 each delivery is accompanied by a prominently displayed delivery note which shows, inter alia, the order number, date of order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered;

7.3.3 before delivery or performance, the Company is provided in writing with a list by name and description of any harmful or potentially harmful properties in the Goods supplied whether in use or otherwise and thereafter information concerning any changes in such properties. The Company will rely on the supply of such information from the Supplier in order to satisfy its own obligations under the Health and Safety at Work Act 1974 and any other relevant legislation; and

7.3.4 the Company is supplied on delivery of the Goods with all operating and safety instructions, warning notices clearly displayed and other information as may be necessary for their proper use, maintenance and repair for the Company to accept delivery of the Goods; if relevant, this documentation shall include the "ready to rent" markings, as outlined in the "ready to rent" suppliers' guide in effect at the time.

7.4 The Company reserves the right to mark the Goods immediately on delivery. This is undertaken for the purposes of security and the Company will not be deemed to have accepted the Goods by reason of this nor will the Supplier be entitled to raise an objection on this ground to any subsequent rejection of the Goods.

7.5 No Goods supplied under the Contract earlier than the date for delivery or performance, will be accepted or paid for unless the Company notifies the Supplier in writing of its intention to accept and pay for the same.

7.6 The Company will not be deemed to have accepted the Goods until it has had sufficient time to inspect them following delivery. The Company reserves the right to reject any Goods that are faulty or any Goods that do not conform to the quality, standard or description specified in the relevant Order or any relevant Specification. Any Goods that are rejected will be held at the Supplier's risk and may be returned to the Supplier at the Supplier's risk and expense.

7.7 The Supplier shall be responsible for any defects and for any non-conformity of Goods against the relevant Order or any relevant Specification. The Supplier shall promptly inform the Company of any adverse safety or other quality defects affecting the Goods and discovered subsequent to delivery, and of any evidence of which it becomes aware indicating that a safety or quality defect may exist or arise.

7.8 Acceptance shall not prejudice any of the Company's other rights in respect of the Goods and the Company will also have the right to reject the Goods as though they had not been accepted after any latent defect in the Goods has become apparent or in respect of any hidden defects (i) which could be observed only after use or close inspection (which inspection may not take place until a time subsequent to actual receipt); or (ii) which may not be apparent or discovered by inspection at the time of delivery, but which may be discovered at a later date.

8. RISK / OWNERSHIP

8.1 Risk in, the Goods will pass to the Company following inspection and acceptance by the Company on delivery that the Goods comply with the requirements of the relevant Order and any relevant Specification. Title of the Goods shall pass the Company on delivery.

9. THE COMPANY'S PROPERTY

9.1 All materials, equipment, tools, dies and moulds supplied by the Company to the Supplier will at all times:

9.1.1 be and remain the exclusive property of the Company;

9.1.2 be held by the Supplier in safe custody at its own risk;

9.1.3 be maintained and kept in good condition by the Supplier until returned to the Company;

9.1.4 not be disposed of other than in accordance with the Company's written instructions; and

9.1.5 not be used otherwise than as authorised by the Company in writing.

10. INTELLECTUAL PROPERTY

10.1 The Supplier shall not use the Company's name, logo, trademark, trade names (whether registered or unregistered) or other the Intellectual Property Rights of the Company without the Company's prior written consent.

10.2 Where any Goods to be supplied to the Company by the Supplier are to incorporate the Company's labels, marks and any packaging that would identify the Company and such Goods are rejected by the Company or, for whatever reason, not delivered by the Supplier, the Supplier agrees to completely remove any of the Company's labels, marks and any packaging that would identify the Company, whether on the Goods themselves or any associated packaging, prior to resale elsewhere.

10.3 All Intellectual Property Rights in Specifications provided by the Company shall be the exclusive property of the Company.

10.4 The Supplier warrants that neither the Goods, nor their use, resale or importation, infringes the Intellectual Property Rights of any person except to the extent that any infringements arise from any Specifications, drawings, samples or descriptions provided by the Company.

11. WARRANTY INDEMNITY AND CANCELLATION

11.1 The Supplier warrants that it has and will continue to have for the duration of the Contract, full and unencumbered title to all the Goods and has and will continue to have the full and unrestricted right, power and authority to sell, transfer and deliver all the Goods to the Company.

11.2 The Supplier warrants, represents and undertakes to the Company that at the Delivery Date and for a period not less than 12 months, the Goods :

11.2.1 will be of satisfactory quality within the meaning of the Sale of Goods Act 1979, and fit for any purpose held out by the Supplier or made known to the Supplier either in writing or orally at or prior to or at the time of the Contract being formed;

11.2.2 will be free from defects in material and workmanship and to the extent that the Specification was not provided by the Company, free from defects in design;

11.2.3 will correspond in every respect with any Specifications, drawings, samples or descriptions provided by the Company;

11.2.4 will comply with all laws, statutory requirements, regulations and voluntary codes of conduct relating to the Goods and their sale including any health and safety standards and that all appropriate registrations, license and authorisations are obtained in respect of its rights and the performance of its obligations under the Contract;

11.2.5 will be so formulated, designed, constructed, finished and packaged as to be safe and without risk to health; and

11.2.6 will be performed by appropriately qualified, trained and experienced personnel with a high standard of skill, care and diligence and in accordance with the Contract.

11.3 The Supplier warrants and shall ensure that all its personnel, to the extent they enter onto any site owned or controlled by the Company, will comply with any site rules issued to them by the Company, including the correct use of appropriate PPE.

11.4 The Supplier shall be responsible for the conduct and discipline of all its personnel in connection with the Contract and shall indemnify the Company against any loss suffered or incurred by the Company or any of its Group Companies arising out of or in connection with the advice given or work undertaken by such personnel.

11.5 The Supplier acknowledges and agrees that the Company has entered into the Contract in reliance upon the skill and expertise of the Supplier and any statements and representations made by the Supplier.

11.6 Without prejudice to any other rights or remedies of the Company (whether express or implied), if the Supplier breaches any of the warranties in this Condition 11, the Company shall be entitled (in its absolute discretion):

11.6.1 to require the Supplier, at the Supplier's risk and expense, by notice in writing to rectify the defect or to supply replacement Goods in accordance with the Contract within 5 Business Days of being notified of the defect;

11.6.2 to a refund of the proportion of the Price relating to the volume of the Goods to which the breach of warranty was applicable; or

11.6.3 whether or not the Company has previously required the Supplier to repair the Goods or to supply any replacement Goods, to treat the Contract as discharged by the Supplier's breach, reject the Goods and require the repayment of any part of the Price which has been paid.

11.7 Without prejudice to any other rights or remedies of the Company (whether express or implied), if the Supplier breaches any terms of the Contract (including a failure or delay in delivery) or the Company terminates the Contract in accordance with Conditions 12.3 or 13 then the Company may (but will not be obliged to), whether or not the Goods have been accepted:

11.7.1 cancel any or all remaining instalments if the Contract has not already been terminated;

11.7.2 refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;

11.7.3 recover from the Supplier any additional expenditure reasonably incurred by the Company in obtaining the Goods in substitution from another supplier; and/or

11.7.4 claim damages for any additional costs, loss or expenses incurred by the Company which are in any way attributable to the Supplier's breach of the Contract or failure to deliver the Goods on the due date or at all.

11.8 The Supplier shall indemnify, keep indemnified and hold harmless the Company in full and on demand from and against all liabilities (including any tax liability) direct, indirect and consequential losses, damages, claims, proceedings and legal costs (on an indemnity basis), judgments and costs (including costs of enforcement) and expenses which the Company incurs or suffers directly or indirectly in any way whatsoever as a result of a breach of, or a failure to perform or defect or delay in performance or negligent performance of, any of the Supplier's obligations under the Contract, or as a result of any claim or potential claim that the Goods, or their use, infringe the intellectual property rights of a third party.

11.9 Nothing in this Contract or otherwise shall operate to exclude any warranty, guarantee or condition on the part of the Supplier as to quality, fitness for a particular purpose or any other matter implied by common law statute, custom of the trade or otherwise, all of which guarantees and conditions shall accordingly apply.

11.10 The Supplier shall at its own cost, and for the benefit of itself and the Company, maintain in full force and effect an insurance policy with a reputable insurance company providing cover to the level as agreed in writing between the Company and the Supplier in respect of the Supplier's liabilities under the Contract (the "Insurance Policy").

11.11 The Supplier shall promptly supply to the Company on request evidence to show that the Insurance Policy is in full force and effect.

11.12 [The Supplier will permit the Company or its representatives or authorised agents in reasonable numbers to enter the premises of, and to have access to, all documents and information kept by the Supplier, whether electronically (and in such case in machine-readable form and format) or otherwise, relating to the supply of the Goods, during normal business hours during Business Days on 5 Business Days' notice in writing, as strictly necessary for the sole purpose of ascertaining the Supplier's compliance with its obligations under the Contract. The Company shall only be permitted to access the Supplier's premises and access documents and information as permitted by this Condition 11.12 once in any rolling 12 month period.

12. ETHICAL TRADING

12.1 The Supplier shall, and shall ensure that its officers, employees, agents, sub-contractors and any other persons who perform services for or on behalf of it in connection with this Contract shall:

12.1.1 not commit any act or omission which causes or could cause it or the Company to breach, or commit an offence under, Anti-Bribery Laws;

12.1.2 comply fully with Laws and the Company's anti-corruption policy as updated from time to time;

12.1.3 comply fully with the standards set out in the Code of Ethics and maintain and abide by such standards at the same or a higher level at all times.

12.2 The Supplier Shall

12.2.1

12.2.2 promptly notify the Company of:

12.2.2.1 any request or demand for any financial or other advantage received by it; and

12.1.4.2 any financial or other advantage it gives or intends to give whether directly or indirectly in connection with this Contract; and

12.2.3 promptly notify the Company of any breach of this Condition 12.1.

12.2 The Company may terminate this Contract immediately by giving written notice to that effect to the Supplier if the Supplier is in breach of Condition 12.1.

13. TERMINATION

13.1 The Company may terminate the Contract immediately by giving written notice to that effect to the Supplier if the Supplier:

13.1.1 commits a material breach of the Contract;

13.1.2 breaches any provision of **Condition 12.1** (Ethical Trading) to be determined at the Company's sole discretion; or

13.1.3 becomes Insolvent.

13.2 On termination of the Contract howsoever arising, the Company's sole liability shall be to pay to the Supplier a reasonable price for any work already completed by the Supplier.

13.3 Following expiry or termination of the Contract for whatever reason:

13.3.1 any Conditions which expressly or impliedly continue to have effect after expiry or termination of the Contract; and

13.3.2 all other rights and obligations shall immediately cease without prejudice to any rights, obligations, claims (including claims for damages for breach) and liabilities which have accrued prior to the date of expiry or termination; and

13.3.3 the Supplier shall:

13.3.4 at its own expense return to the Company (or at the Company's request, destroy) all Confidential Information; and

13.3.5 so far as reasonably practicable and at its own expense, undertake such tasks and provide such assistance as the Company may reasonably request to ensure an orderly handover of the services to the Company or to a replacement supplier (if appropriate).

14. CONFIDENTIALITY

14.1 The Supplier will keep confidential any and all Confidential Information that it may acquire.

14.2 The Supplier will not use the Confidential Information for any purpose other than to perform its obligations under the Contract. The Supplier will ensure that its officers and employees comply with the provisions of this Condition 14.

14.3 The obligations on the Supplier set out in Conditions 14.1 and 14.2 will not apply to any information which:

14.3.1 is publicly available or becomes publicly available through no act or omission of the Supplier; or
14.3.2 the Supplier is required to disclose by order of a court or regulatory body of competent jurisdiction, and then only to the extent required to be disclosed.

14.4 No announcement, press release, circular, marketing or other promotion in connection with the subject matter of the Contract shall be made by or on behalf of the Supplier without the Company's written consent except if and to the extent required by law or by any governmental or regulatory authority or if, and to the extent necessary, to enable the Supplier to commence mediation proceedings or court proceedings in relation to this Contract or any matter arising out of or ancillary to it.

15. GENERAL

15.1 Time shall be of the essence in respect of all dates, periods and timescales with which the Supplier is required to comply under the Contract and any dates, periods and timescales which may be substituted for them by the agreement in writing of the parties.

15.2 The Company's rights and remedies set out in the Terms and Conditions are in addition to and not exclusive of any rights and remedies provided by law.

15.3 If any term of the Contract is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term shall be deemed to be severed from the Contract and this shall not affect the remainder of the Contract which shall continue in full force and effect.

15.4 A delay in exercising or failure to exercise a right or remedy under or in connection with the Contract by the Company shall not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor shall the single or partial exercise of a right or remedy by the Company prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default by the Company shall only be valid if it is in writing and signed by the party giving it and only in the circumstances and for the purpose for which it was given and shall not constitute a waiver of any other right, remedy, breach or default.

15.5 The Supplier shall not be entitled to assign, transfer, charge, hold on trust for any person or deal in any other manner with any of its rights under the Contract or to sub-contract any of its obligations under the Contract save for if the Company gives its prior written consent (such consent to be given or withheld at the absolute discretion of the Company).

15.6 The Company shall be entitled to assign, transfer, charge, hold on trust for any person and deal in any other manner with any of its rights under the Contract and to sub-contract any of its obligations under the Contract.

15.7 The parties do not intend that any term of the Contract shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person other than the parties, save that any member of the Company's Group may enforce the terms of the Contract where Goods are acquired for their use or for resale to them. The terms of the Contract may be rescinded or varied at any time by agreement of both the Company and the Supplier without the agreement of any third party upon whom the rights under this Contract are conferred, whether pursuant to that Act or otherwise.

15.8 The Contract, the Specification and any documents referred to within the Contract constitute the entire agreement between the parties and supersede any prior agreement or arrangement in respect of their subject matter and nothing in this Condition 15.8 shall be interpreted or construed as limiting or excluding the liability of either party for fraud or fraudulent misrepresentation.

16. NOTICE

16.1 Any day-to-day communication between the parties can be made by telephone or e-mail to the telephone number, or e-mail address detailed in any quotation, acknowledgement of order or other document received by one party from the other party or as notified by each party to the other party from time to time.

16.2 Subject to Condition 16.5 any notice or other formal communication given under or in connection with the Contract shall be in writing and:

16.2.1 delivered by hand; or

16.2.2 sent by pre-paid first class post or recorded delivery,

to the Company at the address and marked for the attention of the individual detailed below and to the Supplier at the address detailed in any quotation, acknowledgement of order or other document received by the Company from the Supplier (or such other address or, in the case of the Company, individual, as may be notified by the relevant party to the other party from time to time in accordance with this Condition 16):

The Company: 16 Heol St.Cattwg, Pendoylan, Cowbridge, CF71 7UG

For the attention of: Head of Procurement

16.3 Any notice or communication given in accordance with Condition 16.2 shall be deemed to have been served:

16.3.1 if delivered by hand, at the time of delivery; and

16.3.2 if sent by pre-paid first class post or recorded delivery at 9.00 a.m. on the second Business Day after the date of posting.

16.4 To prove service of a notice or communication it shall be sufficient to prove that the provisions of Condition 16.2 were complied with.

16.5 This Condition 16 shall not apply to the service of any proceedings or other documents in a legal action to which the Civil Procedure Rules apply.

17. GOVERNING LAW AND JURISDICTION

17.1 The Contract and any non-contractual obligations arising out of or in connection with it will be governed by English law. Each party agrees that the courts of England and Wales have non-exclusive jurisdiction to determine any dispute arising out of or in connection with the Contract (including in relation to any non-contractual obligations) provided that the Company may seek specific performance, interim or final injunctive relief or any other relief of similar nature or effect in any court of competent jurisdiction.