

TERMS AND CONDITIONS

1. Application of Terms and Conditions

1.1 All Quotations are made and Confirmations accepted subject to the following Terms and Conditions and no addition to, or variation of, such Terms and Conditions shall be binding unless agreed to by the Company in writing.

1.2 The Supplier shall supply and the Customer shall purchase the Goods and Services in accordance with the accepted order which shall be subject to these Terms and Conditions; and

1.3 The Contract shall be to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Customer.

2. Definitions and Interpretation

2.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Business Day” means any day other than a Saturday, Sunday or bank holiday; “Commencement Date” means the commencement date for the Contract as set out in the accepted order; “Confidential Information” means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such); “Contract” means the contract for the purchase and sale of the Goods and supply of the Services under these Terms and Conditions; “Contract Price” means the price stated in the Contract payable for the Goods and supply of the Services; “Customer” means the person who accepts a quotation or offer of the Supplier for the sale of the Goods and supply of the Services, or whose order for the Goods and Services is accepted by the Supplier; “Delivery Date” means the date on which the Goods are to be delivered or installed as stipulated in the Customer’s order and accepted by the Supplier; “Month” means a calendar month; “Goods” means the goods (including any instalment of the goods or any parts for them) which the Supplier is to supply in accordance with these Terms and Conditions; “Services” means the Services to be provided to the Customer as set out in the accepted order; and “Event” means the event or events the subject of the accepted order; “Event Management Service” means the event management services to be provided by the Supplier as specified in the accepted order;

“Artworks” the artworks, graphics and related goods (or any part of them) supplied by the Supplier to the Customer pursuant to an Order as set out in the Artworks Specification, that is agreed in writing by the Customer and the Supplier. “Hire” means the hire of the Equipment or Furniture by the Customer subject to these Terms and Conditions; “Supplier” Means The Creative Co – Worldwide Ltd, a company registered in England under 13562498 of 29 Smithbrook Kilns, Cranleigh, Surrey, GU6 8JJ and includes all employees and agents of The Creative Co – Worldwide Ltd. “Data Protection Legislation” means 1) unless and until EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations, and secondary legislation (as amended from time to time), in the UK and subsequently 2) any legislation which succeeds the GDPR; 2.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

2.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

2.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

2.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions and any Schedules as amended or supplemented at the relevant time;

2.2.4 a Schedule is a schedule to these Terms and Conditions; and

2.2.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule.

2.2.6 a “Party” or the “Parties” refer to the parties to these Terms and Conditions.

2.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

2.4 Words imparting the singular number shall include the plural and vice versa.

2.5 References to any gender shall include the other gender.

2.6 References to persons shall include shall include corporations.

3. The Contract

3.1 A legally binding contract between the Supplier and the Customer will be created upon acceptance of the Customers Order. Order Confirmations

will be provided in writing.

3.2 The Supplier shall ensure that the following information is given or made available to you prior to the formation of the Contract, save for where such information is already apparent from the context of the transaction;

3.2.1 The main characteristics of the Goods and Services;

3.2.2 Our identity (set out above in Clause 2);

3.2.3 The total price for the Goods including taxes or, if the nature of the Goods is such that the price cannot be calculated in advance, the manner in which it will be calculated;

3.2.4 Where applicable, all additional delivery charges or, where such charges cannot be calculated in advance, the manner in which they will be calculated;

3.2.5 Where applicable, the functionality, including appropriate technical protection measures, of digital content;

3.2.6 Where applicable, any relevant compatibility of digital content with hardware and software that We are aware of or might reasonably be expected to be aware.

4. The Goods

4.1 No order submitted by the Customer shall be deemed to be accepted by the Supplier unless and until confirmed in writing by the Supplier's authorised representative.

4.2 The specification for the Goods shall be that set out in the Suppliers Quotation and Order Confirmation, and is subject to the Customers sign-off.

4.3 Illustrations or artwork issued by the Supplier are intended as a guide only and shall not be binding on the Supplier. Artworks are to be created in accordance with an Artworks Specification supplied by the Customer for which the Customer must sign-off prior to goods being produced, and therefore indemnify the Supplier against all liabilities, costs, expenses, damages and losses suffered or incurred by the Supplier in connection with incorrect artwork.

4.4 The Supplier reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to the Customer's specification, which do not materially affect their quality or performance.

5. The Services

5.1 With effect from the Commencement Date the Supplier shall, in consideration of the price being paid in accordance with Clauses 7 and 8,

will provide the Services expressly identified in the accepted order.

5.2 The Supplier will use reasonable care and skill to perform the Services identified in the accepted order.

5.3 The Supplier shall use all reasonable endeavours to complete its obligations under the Contract, but time will not be of the essence in the performance of such obligations.

6. Hire Equipment or Furniture

6.1 Hire Fees will be determined by reference to the length of the Hire term, the type and quantity of Equipment or Furniture. If the Customer is late in returning the Equipment or Furniture, the Supplier shall charge the Customer for additional hire at the normal daily rate until the Equipment is returned.

6.2 The Customer may only use the Equipment or Furniture for the normal purpose for which it is intended.

6.3 All Equipment or Furniture must be used in accordance with any and all operation and safety instructions or similar documentation provided.

6.4 The Customer may not make any alterations or adjustments to the Equipment or Furniture beyond those that are already possible within the range of adjustments specific to a given item.

6.5 The Customer may only affix or connect other items to the Equipment or Furniture where such affixation does not exceed the design limitations of the Equipment and is not likely to damage it in any way.

6.6 The Customer shall at all times treat the Equipment or Furniture with a reasonable level of care and shall ensure that it is kept clean, subject always to reasonable levels of wear and tear.

6.7 All Equipment or Furniture which uses consumables of whatever nature must only be used with official consumables (that is, those produced or recommended by the manufacturer of that particular piece of Equipment) or such other products as authorised by the Supplier.

6.8 All Equipment which requires fuel or oil must only be used with the types specified by the manufacturer of that particular piece of equipment or such other type as authorised by the Supplier.

6.9 All electrical equipment must only be used with the voltage specific to that piece of Equipment.

7. Price

7.1 The price of the Goods and Services shall be the price listed in the Supplier's quotation current at the date of acceptance of the Customer's order or such other price as may be agreed in writing by the Supplier and the

Customer.

7.2 Where the Supplier has quoted a price, the price shall be valid for 30 days only or such lesser time as the Supplier may specify.

7.3 The Supplier reserves the right, by giving written notice to the Customer at any time before delivery or provision, to increase the price of the Goods and/or Services to reflect any increase in the cost to the Supplier 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 Goods and 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.

7.4 The price is exclusive of any applicable value added tax, excise, sales taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Goods and Services, which the Customer shall be additionally liable to pay to the Supplier.

7.5 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.

8. Payment

8.1 The Customer shall pay to the Supplier a non-refundable deposit of 50% of the Total Price (the "Deposit") upon acceptance of the quotation.

8.2 Following the accepted order, a further 40% of the Total Price shall be paid to the Supplier 30 days before delivery / installation.

8.3 The final 10% within 30 days of the date of the Supplier's invoice or otherwise in accordance with such credit terms as may have been agreed in writing between the Customer and the Supplier in respect of the Contract. Payment shall be made on the due date notwithstanding that delivery or provision may not have taken place and/or that the property in the Goods has not passed to the Customer. The time for the payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

8.4 All payments shall be made to the Supplier as indicated on the form of acceptance or invoice issued by the Supplier.

8.5 The Supplier is not obliged to accept orders from any Customer who has not supplied the Supplier with references satisfactory to the Supplier. If at any time the Supplier is not satisfied as to the creditworthiness of the

Customer it may give notice in writing to the Customer that no further credit will be allowed to the

Customer in which event no further goods or services will be delivered or provided to the Customer other than against cash payment.

9. Variation and Amendments

9.1 If the Customer wishes to vary any details of the Confirmation, it must notify the Supplier in writing as soon as possible. The Supplier shall endeavour to make any required changes and any additional costs thereby incurred shall be invoiced to the Customer.

9.2 If, due to circumstances beyond the Suppliers control, it has to make any change in the arrangements relating to the Confirmation it shall notify the Customer forthwith. The Supplier shall endeavour to keep such changes to a minimum and shall seek to offer the Customer arrangements as close to the original as is reasonably possible in the circumstances.

9.3 The Supplier reserves the right to do the following:

9.3.1 amend any accidental error or omission in a Quotation;

9.3.2 amend any Quotation in order to reflect a change in the circumstances beyond the reasonable control of the Supplier; and

9.3.3 vary its schedule of charges from time to time.

10. Cancellation and Termination

10.1 If the Customer wishes to cancel, they may do so at any time by written notice to the Supplier provided that the Customer shall indemnify the Supplier a the higher value of the deposit paid or against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Supplier as a result of such cancellation.

10.2 Notwithstanding sub-Clause 10.1, either Party may immediately terminate the Agreement by giving written notice to the other Party if:

10.2.1 any sum owing to that Party by the other Party under any of the provisions of the Agreement is not paid within 14 days of the due date for payment;

10.2.2 the other Party commits any other breach of any of the provisions of the Agreement and, if the breach is capable of remedy, fails to remedy it within 14 days after being given written notice giving full particulars of the breach and requiring it to be remedied;

10.2.3 an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;

10.2.4 the other Party makes any voluntary arrangement with its creditors

or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);

10.2.5 the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or reconstruction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under the Agreement);

10.2.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;

10.2.7 that other Party ceases, or threatens to cease, to carry on business; or

10.2.8 Control of that other Party is acquired by any person or connected persons not having control of that other Party on the date of the Agreement. For the purposes of this Clause 10, “control” and “connected persons” shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.

10.3 For the purposes of sub-Clause 10.2.2, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.

10.4 The rights to terminate this Agreement given by this Clause 10 shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

10.5 Upon the termination of the Agreement for any reason:

10.5.1 any sum owing by either Party to the other under any of the provisions of the Agreement shall become immediately due and payable;

10.5.2 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect;

10.5.3 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of the Agreement which existed at or before the date of termination;

10.5.4 subject as provided in this Clause 10 and except in respect of any accrued rights neither Party shall be under any further obligation to the other; and

10.5.5 each Party shall (except to the extent referred to in Clause 8)

immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party any documents in its possession or control which contain or record any Confidential Information.

11. Risk and Retention of Title

11.1 Risk of damage to or loss of the Goods shall pass to the Customer at:

11.1.1 in the case of Goods to be delivered at the Supplier's premises, the time when the Supplier notifies the Customer that the Goods are available for collection;

11.1.2 in the case of Goods to be delivered otherwise than at the Supplier's premises, the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when the Supplier has tendered delivery of the Goods; or

11.1.3 in the case of Goods being installed by the Supplier, the time that the Supplier notifies the Customer that the installation is complete.

11.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms and Conditions, legal and beneficial title to the Goods shall not pass to the Customer until the Supplier has received in cash or cleared funds payment in full of the price of the Goods.

11.3 Until payment has been made to the Supplier in accordance with these Conditions and title in the Goods has passed to the Customer, the Customer shall be in possession of the Goods as bailee for the Supplier and the Customer shall store the Goods separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by the Supplier and shall insure the Goods against all reasonable risks.

11.4 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Supplier, but if the Customer does so all money owing by the Customer to the Supplier shall (without prejudice to any other right or remedy of the Supplier) forthwith become due and payable.

11.5 The Supplier reserves the right to repossess any Goods in which the Supplier retains title without notice. The Customer irrevocably authorises the Supplier to enter the Customer's premises during normal business hours for the purpose of repossessing the Goods in which the Supplier retains title and inspecting the Goods

to ensure compliance with the storage and identification requirements.

11.6 The Customer's right to possession of the Goods in which the Supplier maintains legal and beneficial title shall terminate if:

11.6.1 the Customer commits or permits any material breach of his obligations under these Terms and Conditions;

11.6.2 the Customer enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986, the Insolvent Partnerships Order 1994 (as amended), or any other scheme or arrangement is made with his creditors;

11.6.3 the Customer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors;

11.6.4 the Customer convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertaking or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Customer, notice of intention to appoint an administrator is given by the Customer or any of its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer.

12. Assignment

12.1 The Supplier may assign the Contract or any part of it to any person, firm or company without the prior consent of the Customer.

12.2 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Supplier.

13. Defective Goods

13.1 If on delivery any of the Goods are defective in any material respect and either the Customer lawfully refuses delivery of the defective Goods or, if they are signed for on delivery as “condition and contents unknown” the Customer gives written notice of such defect to the Supplier within 7 days of such delivery, the Supplier shall at its option:

13.1.1 replace the defective Goods within 14 days of receiving the Customer’s notice; or

13.1.2 refund to the Customer the price for those Goods (or parts thereof, as appropriate) which are defective; but the Supplier shall have no further liability to the Customer in respect thereof and the Customer may not reject the Goods if delivery is not refused or notice given by the Customer as set out above.

13.2 The Supplier shall be under no liability in respect of any defect arising

from fair wear and tear, or any wilful damage, negligence, subjection to normal conditions, failure to follow the Supplier's instructions (whether given orally or in writing), misuse or alteration of the Goods without the Supplier's prior approval, or any other act or omission on the part of the Customer, its employees or agents or any third party.

13.3 Subject as expressly provided in these Terms and Conditions, and except where the Goods are sold under a consumer sale, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

14. Customer's Default

14.1 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to:

14.1.1 cancel the order or suspend any further deliveries or provision of Goods and Services to the Customer;

14.1.2 appropriate any payment made by the Customer to such of the Goods and/or Services (or the goods and/or services supplied under any other contract between the Customer and the Supplier) as the Supplier may think fit (notwithstanding any purported appropriation by the Customer); and

14.1.3 charge the Customer interest (both before and after any judgement) on the amount unpaid, at the rate of 8% per annum above the Bank of England's base rate. Such interest shall accrue on a daily basis until payment in full is made, whether before or after judgment.

14.1.4 charge the Customer late payment compensation at a fixed rate as follows; up to £999.99: £40. £1,000.00 to £9,999.99: £70. £10,000.00 or more: £100, whether before or after judgment. These amounts are set by late payment legislation.

14.2 This condition applies if:

14.2.1 the Customer fails to perform or observe any of its obligations hereunder or is otherwise in breach of the Contract;

14.2.2 the Customer becomes subject to an administration order or enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986 or the Insolvent Partnerships Order 1994 (as amended) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation;

14.2.3 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer;

14.2.4 the Customer ceases, or threatens to cease, to carry on business; or

14.2.5 the Supplier reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

14.3 If sub-Clause 14.2 applies then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

15. Liability

15.1 The Supplier will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under express terms of the Contract (or these Terms and Conditions), be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the Supplier's servants or agents or otherwise) which arise out of or in connection with the supply of the Goods and Services.

15.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

15.3 The Customer shall indemnify the Supplier against all damages, costs, claims and expenses suffered by arising from loss or damage to any equipment (including that of third parties) caused by the Customer, its agents or employees.

15.4 Where the Customer consists of two or more persons such expression throughout shall mean and include such two or more persons and each or any of them. All obligations on the part of such a Customer shall be joint and several obligations of such persons.

15.5 The Supplier shall not be liable to the Customer or be deemed to be in breach of these terms and conditions by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations if the delay or failure was due to any cause beyond the Supplier's reasonable control.

15.6 Nothing in these Terms and Conditions excludes or limits the liability of the Supplier:

15.6.1 for death or personal injury caused by the Supplier's negligence;

15.6.2 for any matter which it would be illegal for the Supplier to exclude or attempt to exclude its liability;

or

15.6.3 for fraud or fraudulent misrepresentation.

15.7 Subject to the remaining provisions of this Clause 15:

15.7.1 the Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract Price; and

15.7.2 the Supplier shall not be liable to the Customer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

16. Intellectual Property Rights

16.1 The Supplier shall retain ownership of all Intellectual Property Rights, and the Supplier grants the Customer a non-exclusive licence of such Intellectual Property Rights.

16.2 The Customer guarantees that neither before nor after the project, the content will not contain any unethical or illegal materials, including any infringement of privacy.

16.3 The Customer shall indemnify the Supplier against all damages and losses arising as a result of any action or claim that the Content or materials infringe the Intellectual Property Rights of a third party.

17. Confidentiality

17.1 Each Party undertakes that, except as provided by sub-Clause 16.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of the Contract and after its termination:

17.1.1 keep confidential all Confidential Information;

17.1.2 not disclose any Confidential Information to any other person;

17.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to these Terms and Conditions and the Contract;

17.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and

17.1.5 ensure that none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-clauses 16.1.1 to 16.1.4 above.

17.2 Either Party may:

17.2.1 disclose any Confidential Information to:

17.2.1.1 any sub-contractor or supplier of that Party;

17.2.1.2 any governmental or other authority or regulatory body; or

17.2.1.3 any employee or officer of that Party or of any of the
aforementioned persons, parties or bodies;

17.2.1.4 to such extent only as is necessary for the purposes contemplated
by these Terms and Conditions and the Contract, or as required by law,
and in each case subject to that Party first informing the person, party or
body in question that the Confidential Information is confidential and
(except where the disclosure is to any such body as is mentioned in sub-
Clause 16.2.1.2 above or any employee or officer of any such body)
obtaining and submitting to the other Party a written undertaking from the
person in question, as nearly as practicable in the terms of this Clause 16,
to keep the Confidential Information confidential and to use it only for the
purposes for which the disclosure is made; and

17.2.1.5 use any Confidential Information for any purpose, or disclose it to
any other person, to the extent only that it is at the date of the Contract, or
at any time after that date becomes, public knowledge through no fault of
that Party, provided that in doing so that Party does not disclose any part of
that Confidential Information which is not public knowledge.

17.3 The provisions of this Clause 15 shall continue in force in accordance
with their terms, notwithstanding the termination of the Contract for any
reason.

18. Communications

18.1 All notices under these Terms and Conditions and under the Contract
shall be in writing and be deemed duly given if signed by, or on behalf of, a
duly authorised officer of the Party giving the notice.

18.2 Notices shall be deemed to have been duly given:

18.2.1 when delivered, if delivered by courier or other messenger (including
registered mail) during the normal business hours of the recipient; or

18.2.2 when sent, if transmitted by facsimile or e-mail and a successful
transmission report or return receipt is generated; or

18.2.3 on the fifth business day following mailing, if mailed by national
ordinary mail, postage prepaid; or

18.2.4 on the tenth business day following mailing, if mailed by airmail,
postage prepaid.

18.3 All notices under this Agreement shall be addressed to the most
recent address, e-mail address, or facsimile number notified to the other
Party.

19. Force Majeure Neither Party shall be liable for any failure or delay in
performing their obligations where such failure or delay results from any

cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

20. Data Protection

20.1 All personal information that the Supplier may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and the Customer’s rights under the GDPR.

20.2 For complete details of the Supplier’s collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Customer’s rights and how to exercise them, and personal data sharing (where applicable), please refer to the Suppliers Privacy Policy.

21. Waiver

The Parties agree that no failure by either Party to enforce the performance of any provision in these Terms and Conditions or under the Contract shall constitute a waiver of the right to subsequently enforce that provision or any other provision. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

22. Severance

The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions or the Contract are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (and, by extension, the Contract). The remainder of these and the Contract shall be valid and enforceable.

23. Third Party Rights

A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

24. Law and Jurisdiction

24.1 These Terms and Conditions and the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

24.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or to the Contract (including any

non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.