

STANDARD TERMS AND CONDITIONS OF PURCHASE

JOCKEY CLUB RACECOURSES LIMITED AND ITS SUBSIDIARY RACECOURSE COMPANIES

1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply in these Conditions:

"**Agreement**" means the agreement between JCR and the Supplier for the sale and purchase of Goods and/or Services (as applicable) incorporating these Conditions and the Order

"**Applicable Laws**" means all applicable laws, statutes, enactments, regulations, declarations, decrees, directives, legislative enactments, orders, binding decisions of a competent court or tribunal, regulations, rules, regulatory policies, guidelines, codes, other binding restrictions, regulatory permits and licences applicable under law which are in force from time to time during the term of this Agreement, including the rules, codes of conduct, codes of practice, practice requirements and accreditation terms stipulated by any regulatory authority or body to which a party is subject from time to time, as the same are amended, consolidated, modified, re-enacted or replaced

"**Bribery Laws**" means the Bribery Act 2010 and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010 and all other applicable UK legislation, statutory instruments and regulations in relation to bribery or corruption and any similar or equivalent legislation in any other relevant jurisdiction

"**Business Day**" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business

"**Conditions**" means these terms and conditions of purchase

"**Confidential Information**" means information that is designated as 'confidential' or which by its nature is reasonably considered to be confidential, whether or not disclosed before or after the date of this Agreement and includes any and all know-how, documentation and information, whether commercial, financial, technical, operational or otherwise relating to the business, affairs, customers, suppliers or methods of one party and disclosed to or otherwise obtained by the other party in connection with this Agreement

"**Data Protection Legislation**" means the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Privacy and Electronic Communications Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426), where applicable and from its effective date of 25 May 2018 the General Data Protection Regulation 2016/679 together with the equivalent legislation of any other applicable jurisdiction and all other applicable law, regulations and codes of conduct in any relevant jurisdiction relating to the processing of personal data and privacy including the guidance and codes of practice issued by the UK Information Commissioner as the same may be amended, updated or replaced from time to time

"**Good Industry Practice**" in relation to the provision of Goods and/or Services and any ancillary performance obligations, the provision of such Goods and/or Services or the performance of such obligations using the degree of skill, care, prudence, supervision, diligence, foresight, quality control and quality management using what the industry would (at the relevant time) regard as the best generally accepted processes, techniques and materials

"**Goods**" means the goods (or any part of them) detailed in the Order

"**Goods Specification**" means any specification for the Goods, including any related plans and drawings, that is agreed in writing by JCR and the Supplier

"**Group**" means in relation to a party, that party and its subsidiaries and holding companies and any subsidiaries of any such holding companies as the same vary from time to time and "subsidiary" and "holding company" shall have the meanings given to them in section 1159 of the Companies Act (2006)

"**Intellectual Property Rights**" means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world

"**JCR**" means Jockey Club Racecourses Limited, incorporated and registered in England and Wales with company number 2909409 whose registered office is at 21-27 Lambs Conduit Street, Bloomsbury, Camden Town, London, WC1N 3NL

"**JCR Materials**" has the meaning set out in Clause 7.3.8

"**Order**" means JCR's order for the supply of Goods and/or Services, as set out in JCR's purchase order or in JCR's written acceptance of the Supplier's quotation, as the case may be

"**Project Specific IPR**" has the meaning set out in Clause 13.2

"**Regulations**" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (246/2006) and/or any other regulations enacted for the purpose of implementing the Acquired Rights Directive (Council Directive 77/187/EEC as amended by Council Directive 98/50 EEC and consolidated in Council Directive 2001/23/EEC) into English law

"**Replacement Supplier**" means any alternative service provider appointed by JCR to perform the Services or any part of the Services after the Services or any part of the Services (as applicable) cease to be provided by the Supplier

"**Services**" means the services, including without limitation any Deliverables, to be provided by the Supplier as set out in the Order, the Service Specification or otherwise agreed in writing between the parties

"**Service Specification**" means the description or specification for Services agreed in writing by JCR and the Supplier

"**Supplier**" means the person or firm from whom JCR purchases the Goods and/or Services

"**Supplier Personnel**" means any personnel utilised by the Supplier in connection with the performance of the Services, whether as permanent employees, temporary employees, agents or sub-contractors.

"**Tax Liabilities**" has the meaning given to it in Clause 9.1.1;

"**Trade Marks**" means (i) the name Jockey Club Racecourses; (ii) the registered and unregistered trade marks and logos of JCR; and (iii) any registrations and/or applications for

- registration of such names and marks in the name of JCR from time to time.
- 1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). A reference to a party includes its successors or permitted assigns.
- 1.3 A reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted. A reference to writing or written includes faxes and e-mails.
- 1.4 Any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.5 An obligation in these Conditions on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 2. APPLICATION OF THESE CONDITIONS**
- 2.1 These Conditions apply to and form part of the Agreement between the Supplier and JCR. They supersede any previously issued terms and conditions of purchase or supply.
- 2.2 No terms or conditions endorsed on, delivered with, or contained in the Supplier's quotation, sales conditions, confirmation of order, specification or other document shall form part of the Agreement except to the extent that a director or other senior office of JCR otherwise agrees in writing.
- 2.3 No variation of these Conditions or to an Order or to the Agreement, shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of JCR.
- 2.4 Each Order by JCR to the Supplier shall be an offer to purchase Goods and/or Services subject to these Conditions.
- 2.5 An Order may be withdrawn or amended by JCR at any time before acceptance by the Supplier. If the Supplier is unable to accept an Order, it shall notify JCR promptly.
- 2.6 Acceptance of an Order by the Supplier shall take place on the earlier of written acceptance of the Order by the Supplier or by any other conduct of the Supplier which JCR reasonably considers is consistent with acceptance of the Order.
- 3. SUPPLY OF GOODS**
- 3.1 The Supplier shall supply, and JCR shall purchase, such quantities of Goods as JCR or any member of JCR's Group may specify in an Order.
- 3.2 Each Order shall:
- 3.2.1 be given in writing;
- 3.2.2 specify the type and quantity of Goods ordered as well as a JCR-provided purchase order number; and
- 3.2.3 unless the parties agree that JCR may specify the date and location after placing the Order, specify the date by or on which the Order is to be delivered ("**Delivery Date**"), and the delivery location ("**Delivery Location**"). If the Delivery Date and/or Delivery Location are to be specified after the placing of an Order, JCR shall use reasonable endeavours to give the Supplier reasonable advance notice of the relevant information.
- 3.3 The Supplier shall assign an Order Number to each Order received from JCR and notify such Order Numbers to JCR. The parties shall use the relevant Order Number in all subsequent correspondence relating to the Order.
- 3.4 JCR may amend or cancel an Order by written notice to the Supplier. If JCR amends or cancels an Order, its liability to the Supplier shall be limited to payment to the Supplier of all costs reasonably incurred by the Supplier in fulfilling the Order up until the date of receipt of the notice of amendment or cancellation, except to the extent that the amendment or cancellation results from the Supplier's failure to comply with its obligations under the Agreement.
- 3.5 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Agreement in respect of the Goods.
- 4. DELIVERY OF GOODS**
- 4.1 The Supplier warrants, represents and undertakes that:
- 4.1.1 the Goods shall correspond with their description and any applicable Goods Specification;
- 4.1.2 the Goods shall 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 by JCR, expressly or by implication, and in this respect JCR relies on the Supplier's skill and judgment;
- 4.1.3 where applicable, the Goods shall be free from defects in design, materials and workmanship and remain so for 12 months after delivery;
- 4.1.4 the Goods shall comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods;
- 4.1.5 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
- 4.1.6 each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- 4.1.7 if the Supplier requires JCR to return any packaging material for the Goods to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.
- 4.2 The Supplier shall deliver the Goods:
- 4.2.1 on the Delivery Date, if no such date is specified in the Order, then within 7 days of the date of the Order;
- 4.2.2 to the Delivery Location or as instructed by JCR before delivery;
- 4.2.3 during JCR's normal hours of business, or as instructed by JCR; and
- 4.2.4 in the volume set out in the Order.
- 4.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 4.4 If the Supplier:
- 4.4.1 delivers less than 95 per cent of the quantity of Goods ordered, JCR may reject the Goods; or
- 4.4.2 delivers more than 100 per cent of the quantity of Goods ordered, JCR may at its sole discretion reject the Goods or the excess Goods,
- and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the

- quantity of Goods ordered, and JCR accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.
- 4.5 The Supplier shall not deliver the Goods in instalments without JCR's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle JCR to the remedies set out in Clause 11.1.
- 4.6 JCR shall have the right to inspect and test the Goods at any time following delivery. If following such inspection or testing JCR considers that the Goods do not conform or are unlikely to comply with the requirements set out at Clause 4.1, JCR shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 4.7 The Supplier shall promptly obtain and maintain at all times all licences, clearances and other consents that are necessary for the supply of the Goods (including import licences and export licences to the extent required) and comply with all Applicable Laws and regulations in respect of the same.
- 4.8 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under this Agreement, and JCR shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.
- 5. ACCEPTANCE AND REJECTION OF GOODS**
- 5.1 JCR shall not have accepted, or be deemed to have accepted, the Goods until JCR has notified the Supplier in writing that the Goods have been delivered in full compliance with the Order, any Goods Specification and these Conditions.
- 5.2 Any acceptance of defective, late or incomplete Goods or any payment made in respect thereof, shall not constitute a waiver of any of JCR's rights and remedies, including its right to reject any Goods.
- 5.3 Any rejected Goods may be returned to the Supplier by JCR at the Supplier's cost and risk. The Supplier shall pay to JCR a reasonable charge for storing and returning any of the rejected Goods.
- 6. RISK AND TITLE**
- 6.1 Risk in the Goods shall pass to JCR on the later of:
- 6.1.1 delivery or collection of the Goods as set out in Clause 4; or
- 6.1.2 JCR's acceptance of the Goods as set out in Clause 5.
- 6.2 Title to the Goods shall pass to JCR on the sooner of:
- 6.2.1 payment by JCR for the Goods; or
- 6.2.2 delivery or collection of the Goods as set out in Clause 4.
- 6.3 Any Goods for which JCR has paid but which have not been delivered shall be clearly identified as the property of JCR and stored in safe and suitable conditions by the Supplier and in accordance with any instructions given by JCR.
- 6.4 Neither the Supplier or any other person shall have a lien on, right of stoppage in transit, or other rights in or to any Goods where title has vested in JCR or are based on any specifications or materials of JCR, and the Supplier shall ensure that relevant third parties accept the exclusion of such lien and rights.
- 7. SUPPLY OF SERVICES**
- 7.1 The Supplier shall provide the Services to JCR and/or any member of JCR's Group in accordance with the Order, any Service Specification and these Conditions.
- 7.2 The Supplier shall meet any performance dates for the Services specified in the Order, any Service Specification or notified to the Supplier by JCR (which shall include providing Services on non-Business Days).
- 7.3 In providing the Services, the Supplier shall:
- 7.3.1 co-operate with JCR in all matters relating to the Services, and comply with all instructions of JCR;
- 7.3.2 perform the Services with the best care, skill and diligence in accordance with Good Industry Practice;
- 7.3.3 ensure that the Services and any Deliverables will conform with all descriptions and specifications set out in the Order and any Service Specification, and that any Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by JCR;
- 7.3.4 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- 7.3.5 use the best quality goods, materials, standards and techniques, and ensure that any Deliverables, and all goods and materials supplied and used in the Services or transferred to JCR, will be free from defects in workmanship, installation and design;
- 7.3.6 obtain and at all times maintain all necessary licences, clearances and other consents that are necessary for the supply of the Services (including import licences and export licences to the extent required) and comply with all Applicable Laws and regulations;
- 7.3.7 observe all health and safety rules and regulations and any other policies, procedures and/or security requirements that apply at any of JCR's premises;
- 7.3.8 hold all materials, equipment and tools, drawings, specifications and data supplied by JCR to the Supplier ("**JCR Materials**") in safe custody at its own risk, maintain such JCR Materials in good condition until returned to JCR, and not dispose or use such JCR Materials other than in accordance with JCR's written instructions or authorisation;
- 7.3.9 not do or omit to do anything which may cause JCR to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that JCR may rely or act on the Services; and
- 7.3.10 not, and procure that the Supplier Personnel shall not, at any time do or say or permit to be done or said anything which in the reasonable opinion of JCR might be prejudicial or defamatory to the image of JCR or any of its staff, officers or contractual partners, or which may bring any of the same into disrepute.
- 8. FOLLOW-ON DELIVERABLES**
- If JCR will be reliant on the Supplier for any supplies of maintenance, training, spare parts, consumables or other goods, rights or services to benefit fully from the Goods and/or Services ("**Follow-on Deliverables**") then the Supplier shall provide those Follow-on Deliverables or procure them to be provided, for at least 36 months following delivery of the Goods or completion of the Services (as applicable), at fair and reasonable prices which take no advantage of JCR's dependence on the Supplier for their supply.
- 9. SUPPLIER PERSONNEL**
- 9.1 The Supplier shall:
- 9.1.1 be responsible for all Supplier Personnel engaged in the performance of the Services, who shall be and remain employed by the Supplier and not by JCR, and the Supplier shall be fully responsible for paying all salaries, wages, commissions, bonuses, national insurance contributions (including secondary contributions), apprenticeship levy, P.A.Y.E., pensions, sick pay and all

other amounts payable directly or indirectly in respect of their employment ("**Tax Liabilities**");

- 9.1.2 appoint one or more appropriately qualified and responsible person or persons to manage and supervise the Supplier Personnel at all times in the performance of the Services. Where Services are to be provided at any JCR premises, one such person must be in attendance at the relevant JCR premises during the performance of the Services and must be contactable at all times. The person or persons so appointed are subject to approval by JCR; and
- 9.1.3 ensure that a full list of relevant contact details is available for Supplier Personnel and is kept up to date.
- 9.2 The Supplier shall ensure that all Supplier Personnel:
- 9.2.1 are suitably skilled and experienced to perform tasks assigned to them, and are provided by the Supplier in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;
- 9.2.2 are fully entitled to work within the United Kingdom;
- 9.2.3 are supplied by the Supplier with, and wear during the performance of the Services, such uniform work wear, apparel, footwear and protective equipment as JCR may reasonably require (with such uniforms to be issued and replaced by the Supplier at its own cost); and
- 9.2.4 keep their uniforms clean, neatly presented and maintained in good condition at all times.
- 9.3 The Supplier shall:
- 9.3.1 observe, and ensure that all Supplier Personnel observe, all health and safety rules and regulations and any security requirements that apply at any of JCR's premises;
- 9.3.2 notify JCR immediately on becoming aware of any damage caused by the Supplier, its agents, employees or sub-contractors to any property of JCR, to any of JCR's premises or to any property of any other recipient of the Services in the course of providing the Services; and
- 9.3.3 notify JCR as soon as it becomes aware of any health and safety hazards or issues which arise in relation to the supply of the Goods and/or Services.
- 9.4 JCR reserves the right to refuse any Supplier Personnel access to JCR's premises, which shall only be given to the extent necessary for the supply of the Goods and/or Services.
- 9.5 The Supplier shall not permit Supplier Personnel to make any alteration to their issued work wear, except the appropriate wearing of protective gear issued for use in potentially hazardous situations.
- 9.6 If JCR requires Supplier Personnel to wear specific "Jockey Club" uniform, the parties will openly and in good faith negotiate any adjustment to the Charges to reflect any difference in cost that arises from this.
- 9.7 With respect to immigration compliance regarding Supplier Personnel, the Supplier hereby confirms that:
- 9.7.1 it has acted and shall continue to act in compliance with the law on preventing illegal working as set out in sections 15 to 25 of the Immigration, Asylum and Nationality Act 2006, section 24B of the Immigration Act 1971, and Schedule 6 of the Immigration Act 2016;
- 9.7.2 it has complied and shall continue to comply with Applicable Laws on preventing illegal working by adopting Home Office guidance on conducting right to work checks;
- 9.7.3 all of Supplier Personnel made available to provide services for JCR in connection with this Agreement:

- (a) had their right to work checked and confirmed prior to employment commencing; and
- (b) have had their right to work re-checked as appropriate (for any employee with time-limited right to work); and
- (c) compliant records of right to work checks are maintained for all workers supplied to JCR in connection with this Agreement, and such records can be produced to UK Visas and Immigration or other government agencies upon their request.

10. JCR PREMISES

- 10.1 JCR shall provide the Supplier with access to such parts of JCR's premises as the Supplier reasonably requires for the purposes only of supplying the Goods and/or providing the Services. The Supplier's right of access will terminate upon termination of this Agreement.
- 10.2 The Supplier shall ensure that:
- 10.2.1 where using JCR's premises, such premises are kept properly secure and it will comply and cooperate with the security requirements from time to time regarding the security of the same; and
- 10.2.2 only those of the Supplier Personnel that are duly authorised to enter upon JCR's premises for the purposes of supplying the Goods or Services, do so.
- 10.3 The Supplier shall indemnify JCR against all and any damage to JCR's premises caused by the same.

11. JCR REMEDIES

- 11.1 If the Supplier fails to deliver the Goods and/or perform the Services by the applicable date or in accordance with the requirements of these Conditions (including in the case of the Goods, by the Delivery Date), JCR shall, without limiting its other rights or remedies, have one or more of the following rights:
- 11.1.1 to deduct 1% of the overall charges for the Goods or Services (as applicable) for each week that the Goods or Deliverables are provided later than the agreed Delivery Date or date of performance (as applicable);
- 11.1.2 to terminate the Agreement with immediate effect by giving written notice to the Supplier;
- 11.1.3 to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
- 11.1.4 to recover from the Supplier any costs incurred by JCR in obtaining substitute goods and/or services from a third party;
- 11.1.5 where JCR has paid in advance for Services that have not been provided by the Supplier and/or Goods which have not been delivered by the Supplier, to have such sums refunded by the Supplier; and/or
- 11.1.6 to claim damages for any additional costs, loss or expenses incurred by JCR which are in any way attributable to the Supplier's failure to meet such dates.
- 11.2 If the Supplier has delivered Goods that do not comply with the requirements set out at Clause 4.1, then, without limiting its other rights or remedies, JCR shall have one or more of the following rights, whether or not it has accepted the Goods:
- 11.2.1 to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
- 11.2.2 to terminate this Agreement with immediate effect by giving written notice to the Supplier;
- 11.2.3 to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if already paid for by JCR);

- 11.2.4 to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- 11.2.5 to recover from the Supplier any expenditure incurred by JCR in obtaining substitute goods from a third party; and
- 11.2.6 to claim damages for any additional costs, loss or expenses incurred by JCR arising from the Supplier's failure to supply Goods in accordance with the requirements set out at Clause 4.1.
- 11.3 The terms of these Conditions shall extend to any substituted or remedial services and/or repaired or replacement Goods supplied by the Supplier.
- 11.4 JCR's rights under these Conditions are in addition to its rights and remedies implied by statute and common law.
- 12. CHARGES AND PAYMENT**
- 12.1 The price for the Goods shall be the price set out in the Order and shall be inclusive of the costs of duties, packaging, insurance, loading, carriage, delivery and carriage any fees relating to import and export of the Goods, unless otherwise agreed in writing by JCR. No extra charges shall be effective unless agreed in writing and signed by JCR.
- 12.2 The charges for the Services shall be set out in the Order and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by JCR, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 12.3 JCR shall be entitled to receive a discount for prompt payment and/or bulk purchase as specified in the Order, or where no such discount is specified in the Order, as is normally granted by the Supplier to other customers on comparable orders.
- 12.4 In respect of Goods, the Supplier shall invoice JCR on or at any time after fulfilment of the Acceptance Conditions. In respect of Services, the Supplier shall invoice JCR on completion of the Services. Each invoice shall include such supporting information required by JCR to verify the accuracy of the invoice, including the relevant purchase order number. The Supplier shall send the invoice to 75 High Holborn, London, United Kingdom, WC1V 6LS.
- 12.5 JCR shall pay the invoiced amounts within 45 days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier. In the event that an invoice is not correctly rendered or is incomplete, JCR shall notify the Supplier of the same and shall be entitled to withhold payment of the invoice until such time as the Supplier remedies the error and provides a correctly rendered invoice to JCR.
- 12.6 All amounts payable by JCR under the Agreement are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made under the Agreement by the Supplier to JCR, JCR shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.
- 12.7 If a party fails to make any payment due to the other party under the Agreement by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 3% per annum above Barclays Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This clause shall not apply to payments that the defaulting party disputes in good faith.
- 12.8 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow JCR to inspect such records at all reasonable times on request.
- 12.9 JCR may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to JCR against any liability of JCR to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Agreement.
- 13. INTELLECTUAL PROPERTY RIGHTS**
- 13.1 In respect of the Goods and any goods that are transferred to JCR as part of the Services under the Agreement, including without limitation any Deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to JCR, it will have full and unrestricted rights to sell and transfer all such items to JCR.
- 13.2 In the absence of prior written agreement by JCR to the contrary, all the present and future Intellectual Property Rights created by the Supplier or Supplier Personnel:
- 13.2.1 in the course of performing the Services and any other materials created by the Supplier or Supplier Personnel pursuant to this Agreement; or
- 13.2.2 exclusively for the purpose of performing the Services, shall vest in JCR on creation (the "**Project Specific IPR**").
- 13.3 The Supplier shall obtain waivers of all moral rights in the products, including for the avoidance of doubt any Deliverables, of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
- 13.4 The Supplier shall, promptly at JCR's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as JCR may from time to time require to formalise the vesting of the Project Specific IPR in JCR.
- 13.5 All JCR Materials are and shall remain the exclusive property of JCR.
- 13.6 To the extent the Supplier needs to use any Intellectual Property Rights owned by JCR, JCR grants to the Supplier a non-exclusive, non-transferable, royalty free and revocable licence to use such Intellectual Property Rights solely to the extent necessary to perform the Agreement. Any licence granted under this Clause 13.6 shall automatically terminate when the Agreement terminates/expires.
- 13.7 The Supplier shall not claim any "**official**" status as a supplier to or sponsor of JCR without the prior written consent of JCR.
- 13.8 The Supplier shall indemnify JCR against all costs, expenses (including professional costs and disbursements), losses and damages arising from or incurred by JCR as a result of any action, demand or claim that the provision of the Services and/or use of the Goods infringes the Intellectual Property Rights of any third party.
- 14. USE OF TRADE MARKS**
- 14.1 Subject to Clause 14.2, JCR shall grant to the Supplier a non-exclusive, royalty free, revocable (at JCR's sole discretion), non-transferable and non-sub-licensable permission to use the Trade Marks solely to the extent reasonably necessary to provide the Goods and/or Services in accordance with this Agreement.
- 14.2 The permission granted in Clause 14.1 above shall automatically be revoked when the Contract terminates/expires and is subject to the Supplier complying with any and all of JCR's reasonable directions and guidelines in respect of the use of the Trade Marks.
- 14.3 The Supplier shall not do or omit to do (nor authorise any third party to do or omit to do) anything calculated or likely to:

- 14.3.1 diminish the rights of JCR in any of the Trade Marks;
- 14.3.2 impair any registration (or application for registration) of any of the Trade Marks;
- 14.3.3 prejudice the validity of any of the Trade Marks; or
- 14.3.4 bring any of the Trade Marks into disrepute or to damage the goodwill or reputation attaching to any of the Trade Marks.
- 14.4 The Supplier agrees that JCR owns all the rights in the Trade Marks and any goodwill created by the Supplier's use of them shall vest in JCR. Nothing in this Agreement will have the effect of vesting ownership of the Trade Marks or any goodwill therein in any other person. The Supplier agrees to execute such documents and do such other things as JCR may request from time to time, including after termination of this Agreement, to confirm any such rights to JCR.
- 14.5 The Supplier shall not register a licence of any Trade Mark at any trade mark registry and shall not use any marks similar to any of the Trade Marks during the Term or after except to the extent permitted by this Clause 14.
- 14.6 The Supplier agrees to indemnify JCR, keep it indemnified and hold it harmless from and against any and all liability suffered or incurred by JCR arising out of or in connection with any breach by the Supplier of its obligations under this Clause 14.
- 15. TUPE**
- 15.1 The parties do not consider that the Regulations will apply to transfer the employment of any person to JCR or a Replacement Supplier where all or part of the Services cease to be provided by the Supplier (or by a sub-contractor) for any reason and/or where all or part of the Services continue to be provided by JCR or by a Replacement Supplier.
- 15.2 If as a result of the cessation of all or part of the Services by the Supplier it is found or alleged that the employment of any person transfers to JCR or a Replacement Supplier pursuant to the Regulations:
- 15.2.1 JCR shall notify the Supplier, or shall procure that the Replacement Supplier notifies the Supplier, of that finding or allegation as soon as reasonably practicable after becoming aware of it;
- 15.2.2 in consultation with JCR, the Supplier shall within 7 days of becoming aware of that allegation or finding make that person a written offer of employment to commence immediately on the same terms and conditions as that person was employed prior to the transfer (actual or alleged), and under which the Supplier agrees to recognise that employee's prior service with the Supplier (or, where applicable, the sub-contractor) and JCR shall give all reasonable assistance requested by the Supplier to persuade that person to accept the offer;
- 15.2.3 JCR or the Replacement Supplier may, within 28 days after becoming aware of that finding or allegation, if that person is still an employee of JCR or the Replacement Supplier and has not accepted an offer of employment with the Supplier, dismiss that person; and
- 15.2.4 the Supplier indemnifies and shall keep JCR indemnified against costs, liabilities and expenses (including legal expenses) which JCR and the Replacement Supplier may suffer or incur in relation to that dismissal and the employment of that person up to the date of that dismissal and any other claim brought by or on behalf of that person in each case.
- 16. INDEMNITY**
- 16.1 The Supplier indemnifies and shall keep JCR indemnified against all liabilities, costs, expenses, damages and losses (including loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered incurred by JCR as a result of or in connection with:
- 16.1.1 any claim made against JCR for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services, save to the extent that the claim is attributable to the acts or omissions of JCR;
- 16.1.2 any claim made against JCR by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods, save to the extent that the defects in the Goods are attributable to the acts or omissions of JCR;
- 16.1.3 all liabilities, obligations, costs, claims and demands arising from or in respect of any of the Supplier Personnel;
- 16.1.4 breach of Clauses 9.2.2 and/or 9.7; and
- 16.1.5 any claim made against JCR by a third party arising out of or in connection with the supply of the Goods or the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Agreement by the Supplier, its employees, agents or sub-contractors.
- 16.2 The Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Agreement, and shall, on JCR's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.
- 16.3 This Clause 16 shall survive termination of this Agreement.
- 17. LIABILITY**
- 17.1 The controls, benefits, rights, licences and indemnities granted to JCR under the Agreement are also granted to each member of JCR's Group and any loss suffered by JCR or a member of JCR's Group as a result of any action or omission under the Agreement shall be deemed to be a loss of JCR and recoverable from the Supplier under the Agreement (subject to the agreed exclusions and limits on liability).
- 17.2 Nothing in the Agreement shall limit or exclude the liability of either party for:
- 17.2.1 death or personal injury resulting from negligence;
- 17.2.2 fraud or fraudulent misrepresentation;
- 17.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- 17.2.4 breach of section 2 of the Consumer Protection Act 1987;
- 17.2.5 the indemnities contained in Clause 16;
- 17.2.6 in the case of the Supplier, breach of its obligations under Clause 19; or
- 17.2.7 the deliberate default or wilful misconduct of that party, its employees, agents or subcontractors.
- 17.3 Without prejudice to Clause 17.2, neither party shall be liable to the other, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any special, indirect or consequential damage or loss suffered by the other party that arises under or in connection with the Agreement.
- 17.4 Without prejudice to Clause 17.2 or Clause 17.3, JCR's total liability arising under or in connection with the Agreement, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall be limited to the amount of the Charges paid or payable to the Supplier.

- 17.5 The Supplier shall remain at all times responsible for the acts or omissions of any sub-contractors used in the supply of the Goods and/or Services.
- 18. CONFIDENTIALITY**
- 18.1 Subject to Clause 18.2, each party shall keep the other party's Confidential Information confidential at all times and shall:
- 18.1.1 take and maintain proper and reasonable measures to ensure the confidentiality of the Confidential Information, including any security measures requested in writing from time to time by the other party;
- 18.1.2 not use such Confidential Information except for the purpose of performing its rights and obligations under or in connection with this Agreement; or
- 18.1.3 not disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this Clause 18.
- 18.2 The obligation to maintain confidentiality of Confidential Information does not apply to any Confidential Information:
- 18.2.1 which the other party confirms in writing is not required to be treated as Confidential Information;
- 18.2.2 which is obtained from a third party who is lawfully authorised to disclose such information without any obligation of confidentiality;
- 18.2.3 which a party is required to disclose by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable law;
- 18.2.4 which is in or enters the public domain other than through any disclosure prohibited by this Agreement; or
- 18.2.5 which a party can demonstrate was lawfully in its possession prior to receipt from the other party.
- 18.3 The provisions of this Clause 18 shall survive termination of this Agreement.
- 19. DATA PROTECTION**
- 19.1 The parties each acknowledge and agree that each party may process personnel personal data (in their respective capacities as controllers) under and in connection with this agreement for the purposes of administration, management, dispute resolution and compliance of this Agreement (with "process", "personal data" and "controller" having the meaning given to those terms in the Data Protection Legislation).
- 19.2 Each party will comply with its obligations under the Data Protection Legislation in its performance of its obligations under this Agreement.
- 20. ANTI-BRIBERY**
- 20.1 For the purposes of this Clause 20 the expressions adequate procedures and associated with shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.
- 20.2 The Supplier shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and ensure that:
- 20.2.1 all of its personnel;
- 20.2.2 all others associated with the Supplier; and
- 20.2.3 all of the Supplier's sub-contractors; involved in performing the Agreement so comply.
- 20.3 Without limitation to Clause 20.2, the Supplier shall neither make nor 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.
- 20.4 The Supplier shall immediately notify JCR as soon as it becomes aware of a breach or possible breach of any of the requirements in this Clause 20.
- 21. COMPLIANCE WITH ANTI-SLAVERY AND HUMAN TRAFFICKING LAWS**
- 21.1 In performing its obligations under the Agreement, the Supplier shall:
- 21.1.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015;
- 21.1.2 have and maintain throughout the term of the Agreement its own policies and procedures to ensure its compliance;
- 21.1.3 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and
- 21.1.4 require that each of its subcontractors and suppliers shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015 .
- 21.2 The Supplier represents, warrants and undertakes that:
- 21.2.1 where issued by JCR, its responses to the slavery and human trafficking due diligence questionnaire are complete and accurate; and
- 21.2.2 neither the Supplier nor any of its officers, employees or other persons associated with it:
- (a) has been convicted of any offence involving slavery and human trafficking; and
- (b) has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 21.3 The Supplier shall implement due diligence procedures for its subcontractors, and suppliers to ensure that there is no slavery or human trafficking in its supply chains.
- 21.4 The Supplier shall not subcontract its obligations under the Agreement without the prior written consent of JCR. If JCR agrees that the Supplier may subcontract its obligations, the Supplier shall implement an appropriate system of due diligence and audit for its subcontractors that is designed to ensure their compliance with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes.
- 21.5 The Supplier shall notify JCR as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with the Agreement.
- 21.6 The Supplier shall:
- 21.6.1 maintain a complete set of records to trace the supply chain of all Goods and Services provided to JCR in connection with the Agreement; and
- 21.6.2 permit JCR and its third party representatives, on reasonable notice during normal business hours to have access to and take copies of the Supplier's records and any other information and to meet with the Supplier's personnel to audit the Supplier's compliance with its obligations this clause.
- 21.7 The Supplier shall implement a system of training for its employees, suppliers and subcontractors to ensure compliance

- with this Clause 21. The Supplier shall keep a record of all such training and shall make a copy of the record available to JCR on request.
- 21.8 The Supplier shall indemnify JCR against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, JCR as a result of any breach of this Clause 21 by the Supplier.
- 21.9 JCR may terminate the Agreement with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of this Clause 21.
- 22. PREVENTION OF THE FACILITATION OF TAX EVASION**
- 22.1 The Supplier hereby warrants and confirms to JCR that:
- 22.1.1 it and its employees and other associated persons have not and will not engage in any activity, practice, conduct or thing which would (or the omission of which would) constitute:
- a UK tax evasion offence within the meaning of section 45(4) of the Criminal Finances Act ("CFA") 2017 ("**UK Tax Evasion Offence**");
 - a foreign tax evasion offence within the meaning of section 46(5) of the CFA 2017 ("**Foreign Tax Evasion Offence**"); and/or
 - the facilitation of a UK Tax Evasion Offence or Foreign Tax Evasion Offence within the meaning of sections 45(5) or 46(6) of the CFA 2017 (a "**Facilitation Offence**"); and
- 22.1.2 it and (where applicable) its associated persons have carried out and will carry out periodic assessments of the risk of one or more of it and its employees and other associated persons committing a Facilitation Offence and that it and (where applicable) its other associated persons will maintain effective anti-facilitation of tax evasion procedures, including prevention procedures within the meaning of sections 45(3) and 46(4) of the CFA 2017, which conform with all applicable laws, regulations and statutory guidance issued or approved under or related to the CFA 2017.
- 22.2 The Supplier shall:
- 22.2.1 comply with any of JCR's tax compliance policies (as may be notified in writing to the Supplier) and all applicable laws, statutes, regulations, guidance, relevant industry code, or accepted practice relating to tax or preventing a UK Tax Evasion Offence, Foreign Tax Evasion Offence or Facilitation Offence as may be updated from time to time;
- 22.2.2 immediately notify JCR in writing on becoming aware of, or suspecting, any failure to comply with any provision of this Clause 22;
- 22.2.3 upon the written request of JCR, certify to JCR in writing signed by an officer of the Supplier, compliance with this Clause 22, in such form as JCR may require; and
- 22.2.4 promptly provide such supporting evidence of compliance with this Clause 22 as JCR may request at any time.
- 22.3 The Supplier shall ensure that any of its associated persons who are performing services for or on behalf of the Supplier in connection with this Agreement do so only on the basis of written terms (including warranties) equivalent to those applying to or given by the Supplier in this Clause 199. The Supplier shall be directly liable to JCR for any breach by such persons of those terms (including warranties).
- 22.4 For the purpose of this Clause 22, the meaning of prevention procedures and whether a person is associated with another person shall be determined in accordance with sections 44(4), 44(5), 45(3) and 46(4), as applicable of the CFA 2017 (and any guidance issued under section 47 of that Act).
- 22.5 The Supplier hereby agrees to fully indemnify JCR in respect of any losses, damages, fines, penalties, charges or other costs which JCR or any associated person(s) or other entity within the JCR Group suffers in the event that the Supplier is in breach of this Clause 22.
- 22.6 JCR may terminate this Agreement with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of this Clause 22.
- 23. IR35 COMPLIANCE**
- 23.1 The provisions of this Clause 23 shall apply if JCR qualifies as medium or large for the purposes of s61K of the Income Tax (Earnings and Pensions) Act 2003 (for the purposes of this Clause 23 "**ITEPA**") either on the date of the Order or while the Goods and Services are being provided by the Supplier to JCR under this Agreement.
- 23.2 If the Supplier is a limited company or partnership which meets the conditions in s61O or s61P of ITEPA, JCR is required to undertake an assessment in respect of the Supplier to determine whether if the Services were provided directly by any Supplier Personnel to JCR, the Supplier Personnel would be regarded for income tax purposes as an employee of JCR or the holder of an office under JCR (in each case, for the purposes of this Clause 23, "**Deemed Employment**").
- 23.3 Prior to the first payment to or in respect of the Supplier, JCR will prepare and provide to any relevant Supplier Personnel a statement in accordance with the requirements of section 61 NA ITEPA (for the purposes of this Clause 23, the "**Status Determination Statement**" or "**SDS**").
- 23.4 The parties agree that JCR may use such means of reaching the determination detailed in the SDS as it decides is reasonable from time to time. For the avoidance of doubt, this may include (but is not limited to) using HM Revenue & Customs' 'Check Employment Status for Tax' tool.
- 23.5 The Supplier will promptly provide to JCR all such information and documentation as JCR may reasonably require from time to time to determine whether the engagement of any Supplier Personnel is or will be Deemed Employment and, if JCR does so determine, in order to comply with any legal obligation on JCR to deduct income tax or national insurance contributions from the fees due in accordance with Clause 23.9 below.
- 23.6 The Supplier will promptly (i) inform JCR of any material change to any information or documentation previously provided in compliance with this Clause and (ii) provide any other information or documentation that it considers (or ought reasonably to consider) to be materially relevant to determining whether the engagement of the Supplier Personnel is, remains or has become Deemed Employment.
- 23.7 If at any time JCR finds that its initial determination in the SDS was incorrect or determines that there has been a material change in the circumstances of the engagement of Supplier Personnel such that the determination in the SDS needs to be revised, it will issue a revised SDS to the relevant personnel.
- 23.8 Subject to Clause 23.9 below, in respect of payments made to the Supplier in relation to the provision of the Goods and Services, the Supplier will pay and/or deduct and account for any Tax Liabilities required by law to be paid or deducted and accounted for by it.
- 23.9 If JCR determines that the engagement of any Supplier Personnel is one of Deemed Employment JCR will deduct income tax and national insurance contributions from the fees paid to the Supplier to comply with any legal obligation on JCR to make such deductions.
- 23.10 The Supplier warrants that it is not, nor will it, prior to the cessation of this Agreement, become a managed service company within the meaning of section 61B of ITEPA.

24. TERMINATION

24.1 Without limiting its other rights or remedies, JCR may suspend or terminate the Agreement:

24.1.1 in respect of the supply of Services, by giving the Supplier one month's written notice; and

24.1.2 in respect of the supply of Goods, in whole or in part at any time before delivery with immediate effect by giving written notice to the Supplier, whereupon the Supplier shall discontinue all work on the Agreement. JCR shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.

24.2 To the maximum extent possible, the Supplier shall mitigate all costs relating to the terminated Agreement immediately upon receipt of a notice of termination under Clause 24.1.2. The amounts specified in Clause 24.1.2 shall be the Supplier's sole and exclusive remedy for any termination of this Agreement by JCR.

24.3 In any of the circumstances in these Conditions in which JCR may terminate the Agreement, JCR may terminate the Agreement in respect of the Goods only or in respect of the Services only (or any part thereof) or suspend the provision of Goods and/or Services (in whole or in part) and in such instance the Agreement shall continue in respect of the remaining supply.

24.4 Without limiting its other rights or remedies, JCR may terminate this Agreement with immediate effect by giving written notice to the Supplier if the Supplier undergoes a change of control.

24.5 Without limiting its other rights or remedies, a party may terminate the Agreement with immediate effect by giving written notice to the other party if:

24.5.1 the other party commits a material breach of the terms of the Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of receipt of notice in writing to do so;

24.5.2 the other party repeatedly breaches any of the terms of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Agreement;

24.5.3 any encumbrancer takes possession of or a receiver, administrative receiver or similar officer is appointed over any of the property or assets of the other party or if the other party makes any voluntary arrangement with its creditors or becomes subject to an administration order or has an administrator appointed or goes into liquidation or has a resolution for its winding-up passed (except for the purpose of amalgamation or reconstruction not involving insolvency where the resulting entity agrees to be bound by or assumes the obligations imposed on the other party) or anything analogous to any of these events under the law of any jurisdiction occurs in relation to the other party or if the other party ceases or threatens to cease to carry on business.

25. CONSEQUENCES OF TERMINATION

25.1 On termination of this Agreement:

25.1.1 the Supplier shall immediately stop the performance of all Services unless expressly requested otherwise in relation to all or part of the Services by JCR in writing;

25.1.2 the Supplier shall promptly invoice JCR for all Goods delivered and/or all Services performed but not yet invoiced and/or refund any sums paid in advance for Services not performed;

25.1.3 the Supplier shall procure that all Confidential Information, data and other material belonging to JCR (and all media of any nature containing information and

data belonging to JCR or relating to the Goods and/or Services), shall be delivered to JCR forthwith;

25.1.4 JCR shall on reasonable notice provide the Supplier with such access as the Supplier reasonably requires to JCR's premises to remove any of the Supplier's equipment and all such equipment shall be promptly removed by the Supplier; and

25.1.5 all rights granted to the Supplier under this Agreement shall immediately cease.

25.2 On termination of this Agreement for any reason, the Supplier shall immediately deliver to JCR all Deliverables whether or not then complete, and return all JCR Materials. If the Supplier fails to do so, then JCR may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Agreement.

25.3 Termination of this Agreement, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.

25.4 Clauses which expressly or by implication survive termination of this Agreement shall continue in full force and effect.

25.5 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry, including Clause 16 (Indemnity), Clause 17 (Liability), 18 (Confidentiality), 19 (Data Protection), and 26 (Audit Rights) shall remain in full force and effect.

25.6 Termination or expiry of this Agreement or an Order shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of expiry or termination of this Agreement.

26. AUDIT RIGHTS

26.1 The Supplier shall allow, or procure the right for (as applicable), JCR and any auditors of, or other advisers to, JCR to access any of the Supplier's (or any sub-contractor's) premises, personnel and relevant records as may be reasonably required in order to fulfil any legally enforceable request by any regulatory body and/or to undertake verification that all obligations of the Supplier are being performed in accordance with this Agreement.

26.2 JCR shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or sub-contractors (as applicable) or delay the provision of the Services.

26.3 Subject to JCR's obligations of confidentiality, the Supplier shall provide, or procure that any sub-contractor shall provide, JCR (and its auditors and other advisers) with all reasonable co-operation, access and assistance in relation to each audit.

26.4 JCR shall provide at least 5 Business Days' notice of its intention to conduct an audit unless such audit is conducted in respect of a suspected fraud, in which event no notice shall be required.

26.5 The Parties shall bear their own costs and expenses incurred in respect of compliance with their obligations under this Clause, unless the audit identifies a material default by the Supplier or the relevant sub-contractor, in which case the Supplier shall reimburse JCR for all its reasonable costs incurred in the course of the audit.

26.6 The audit rights of JCR under this Clause shall continue for a period of 12 months after the later of the termination or expiry of this Agreement.

27. SUSTAINABILITY

27.1 The Supplier will comply with and use all reasonable endeavours to ensure that each supplier in its own supply chain complies with:

- 27.1.1 all Applicable Laws and practices relating to protection of the environment and sustainability;
- 27.1.2 Good Industry Practice in respect of environmental and sustainability practices; and
- 27.1.3 any of JCR's policies relating to environment and/or sustainability from time to time,

and the Supplier shall use all reasonable endeavours to develop new strategies to improve its sustainability.

27.2 The Supplier shall provide regular updates to JCR (no less than annually on or around each anniversary of the date of an Order Form) as to its compliance with Clause 27.1 and the measures it has in place, and plans to put in place, to improve environmental sustainability both within its own business and its supply chain.

28. GENERAL

28.1 Assignment and other dealings

- 28.1.1 JCR may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Agreement.
- 28.1.2 The Supplier may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Agreement without the prior written consent of JCR.
- 28.1.3 The Supplier shall give JCR as much notice as reasonably possible, and in any case no less than three (3) months' notice, of any proposed or impending change of control of the Supplier.

28.2 Notices

- 28.2.1 Any notice or other communication given to a party under or in connection with the Agreement shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, fax, or email, to the relevant address, fax number or email address set out in the Order for each party.
- 28.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Clause 28.1.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission provided that no non-transmission response is received in respect of the same.
- 28.2.3 The provisions of this Clause 28.2 shall not apply to the service of any proceedings or other documents in any legal action.

28.3 Entire agreement

- 28.3.1 The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 28.3.2 Each party acknowledges that in entering into the Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement.

28.3.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.

28.4 **Severance.** If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.

28.5 **Further assurance.** At its own expense, each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to the Agreement.

28.6 **Waiver.** A waiver of any right or remedy under the Agreement or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

28.7 **No partnership or agency.** Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

28.8 **Third parties.** Subject to Clause 17.1, a person who is not a party to the Agreement shall not have any rights to enforce its terms.

28.9 **Variation.** Except as set out in the Agreement, no variation of the Agreement, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by JCR.

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

28.11 **Jurisdiction.** Each party irrevocably agrees 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 Agreement or its subject matter or formation (including non-contractual disputes or claims).