



## Our terms

### 1. These terms

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply products to you.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.
- 1.3 **This is our entire agreement with you.** These terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

### 2. Information about us and how to contact us

- 2.1 **Who we are.** We are Hine Labels Limited a company registered in England and Wales. Our company registration number is 02696344 and our registered office is at The Old Grammar School, 13 Moorgate Road, Rotherham S60 2EN. Our registered VAT number is 30802971.
- 2.2 **How to contact us.** You can contact Hine Labels by telephoning our Customer Service team on 01709 369222 or by writing to us at [sales@hinelabels.com](mailto:sales@hinelabels.com) or at Hope Street, Rotherham. Or for Houp.com products phone 0114 4701065, or 07413 269362, or write to us at [sales@houp.com](mailto:sales@houp.com), or contact us through our website [www.houp.com](http://www.houp.com)
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

**2.4 "Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

### **3. Our contract with you**

**3.1 How we will accept your order.** Our acceptance of your order ("**the Order**") will take place when we email you to accept it, at which point a contract will come into existence between you and us ("**the Contract**").

**3.2 If we cannot accept your order.** If we are unable to accept your Order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

**3.3 Your order number.** We will assign an order number to your Order and tell you what it is when we accept your Order. It will help us if you can tell us the order number whenever you contact us about your Order.

**3.4** These terms apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

**3.5** Any quotation given by us shall not constitute an offer, and is only valid for a period of one calendar month from its date of issue.

**3.6** Our employees or agents are not authorised to make any representations concerning the products unless confirmed by us in writing. In entering into the Contract, you acknowledge that you do not rely on, and waive any claim for breach of, any such representations which are not so confirmed.

**3.7** Any advice or recommendation given by us or our employees or agents to you or your employees or agents as to the storage, application or use of the products, which is not confirmed in writing by us is followed or acted upon entirely at your own risk, and accordingly we shall not be liable for any such advice or recommendation which is not so confirmed.

**3.8** Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by us shall be subject to correction without any liability on the part of us.

**3.9** You may not cancel or amend any outstanding orders for goods already made or in the process of being made or for goods to be made from materials specifically ordered for the execution of such orders except with our agreement in writing and on the terms that you shall indemnify us in full against all loss (including loss of profit), costs (including the costs of all labour and materials used), damages, charges and expenses incurred by us as a result of cancellation.

#### **4. Our products**

**4.1 Products may vary slightly from their pictures.** The images of the products on our website or in our brochure are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours or a picture in our brochure accurately reflects the colour of the products. Your product may vary slightly from those images. Although we have made every effort to be as accurate as possible, because our products are handmade, all sizes, weights, capacities, dimensions and measurements indicated on our website have a 10% tolerance.

**4.2 Product packaging may vary.** The packaging of the product may vary from that shown in images on our website or in our brochure.

**4.3 Making sure your measurements are accurate.** To the extent that the products are to be manufactured in accordance with a goods specification for the products, including any relevant plans or drawings that is agreed by you and us (“**Goods Specification**”) you shall indemnify us against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by us arising out of or in connection with any claim made against us for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with our use of the Goods Specification. This clause 4.3 shall survive termination of the Contract.

**4.4** We reserve the right to amend the Goods Specification if required by any applicable statutory or regulatory requirement, and we shall notify you in any such event.

#### **5. Your rights to make changes**

**5.1** If you wish to make a change to the product you have ordered please contact us before you approve the proof of the product we shall produce. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which

would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

- 5.2** You may not cancel or amend any outstanding orders for products already made or in the process of being made or for goods to be made from materials specifically ordered for the execution of such orders except with the agreement in writing from us and on the terms that you shall indemnify us in full against all loss (including loss of profit), costs (including the costs of all labour and materials used), damages, charges and expenses incurred by us as a result of cancellation.

## **6. Our rights to make changes**

- 6.1 Minor changes to the products.** We may change the product:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements,. These changes will not affect your use of the product.

- 6.2 More significant changes to the products and these terms.** In addition, we may make the following changes to these terms or the product, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received.

## **7. Providing the products**

- 7.1 Delivery costs.** The costs of delivery are included in our quotation unless otherwise stated in the course of email exchanges.

- 7.2 When we will provide the products.** We will contact you to agree a delivery date.

- 7.3 We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

- 7.4 Collection by you.** If you have asked to collect the products from our premises at Hope Street, Rotherham S60 1LH, you can collect them from us at any time during our normal working hours on weekdays (excluding public holidays) and Saturdays.sl

## 7.5

7.6 We shall ensure that:

- (a) each delivery of the Products is accompanied by a delivery note that shows the date of the Order, the type and quantity of the Products (including the code number of the Products, where applicable), special storage instructions (if any) and, if the Products are being delivered by instalments, the outstanding balance of Products remaining to be delivered; and
- (b) You shall make any such packaging materials available for collection at such times as we shall reasonably request. Returns of packaging materials shall be at our expense.

7.7 You can collect the Products from our premises at Hope Street, Rotherham, S60 1LH or such other location as may be advised by us prior to delivery within three Business Days of us notifying you that the Products are ready or if some other place for delivery is agreed by us, by us delivering the Products to that place (**Delivery Location**) and delivery of the Products shall be completed on the completion of loading or unloading of the Goods at the Delivery Location.

7.8 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. We shall not be liable for any delay in delivery of the Products that is caused by a Force Majeure Event or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.

7.9 If we fail to deliver the Products, our liability shall be limited to the costs and expenses incurred by you in obtaining replacement Products of similar description and quality in the cheapest market available, less the price of the Products. We shall have no liability for any failure to deliver the Products to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.

7.10 If you fail to take or accept delivery of the Products within three Business Days of us notifying you that the Products are ready, then, except where such failure or delay is caused by a Force Majeure Event or our failure to comply with our obligations under the Contract in respect of the Products:

- (a) delivery of the Products shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which we notified you that the Products were ready; and

- (b) we shall store the Products until delivery takes place, and charge you for all related costs and expenses (including insurance).
- 7.11** If ten Business Days after the day on which we notified you that the Products were ready for delivery you have not taken or accepted delivery of them, we may resell or otherwise dispose of part or all of the Products and, after deducting reasonable storage and selling costs, charge you for any shortfall below the price of the Products.
- 7.12** If we deliver up to and including 5% more or less than the quantity of Products ordered you may not reject them, but on receipt of notice from the Customer that the wrong quantity of Goods was delivered, a pro rata adjustment shall be made to the invoice.
- 7.13** We may deliver the Products by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle you to cancel any other instalment.
- 7.14** **When you become responsible for the Products.** A product will be your responsibility from the time we deliver the product to the address you gave us or you or a carrier organised by you collect it from us.
- 7.15** **When you own Products.** You own a product once we have received payment in full for the Products delivered under this contract and Products delivered under all other contracts with you.
- 7.16** **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you, for example do you have appropriate lifting equipment, what time you require delivery, who will be available to take delivery and sign for the delivery. If so, this will have been told to you over the telephone or set out in our brochure or on our website or told to you in the course of email exchanges. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 7.17** **Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the product to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the product as requested by you or notified by us to you (see clause 6).

**7.18 Your rights if we suspend the supply of products.** We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than four week and we will refund any sums you have paid in advance for the product less all reasonable costs incurred by us in respect of the period after you end the contract.

**7.19 We may also suspend supply of the products if you do not pay.** If you do not pay us for the products when you are supposed to (see clause **Error! Reference source not found.**), we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice (see clause 0). We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see clause 14.5).

## **8. Your rights to end the contract**

**8.1 You can always end your contract with us.** Subject to clause 3.9 your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- (a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), **see** clause 15;
- (b) **If you want to end the contract because of something we have done or have told you we are going to do, see** clause 8.2;
- (c) **In all other cases (if we are not at fault) – see** clause 8.6.

**8.2 Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided. The reasons are:

- (a) we have told you about an upcoming change to the product or these terms which you do not agree to (see clause 6.2);
- (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than four weeks; or
- (e) you have a legal right to end the contract because of something we have done wrong.

**8.3 When you don't have the right to change your mind.** You do not have a right to change your mind in respect of:

- (a) bespoke products produced to your Goods Specification;
- (b) orders for Pouch Products we manufacture;
- (c) products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
- (d) any products which become mixed inseparably with other items after their delivery; and
- (e) products where some of the products delivered have already been used.

**9. How to end the Contract with us**

**9.1 Tell us you want to end the Contract.** To end the contract with us, please let us know by doing one of the following:

**9.2 Phone or email.** Call customer services on 01709 369222 or email us at [sales@hinelabels.com](mailto:sales@hinelabels.com). Or for Houp.com products phone 0114 4701065, or 07413 269362, or write to us at [sales@houp.com](mailto:sales@houp.com), or contact us through our website [www.houp.com](http://www.houp.com)

Please provide details of what you bought, when you ordered or received it and your name and address.

**9.3 Returning products after ending the Contract.** If you end the contract for any reason after products have been dispatched to you or you have received them, you must return all of them to us. You must either return the goods to where you bought them, post them back to us at Hope Street, Rotherham or (if they are not suitable for posting) allow us to collect them from you. Please call customer

services on 01709 369222 or email us at [sales@hinelabels.com](mailto:sales@hinelabels.com) for a return label or to arrange collection. Or for Houp.com products phone 0114 4701065, or 07413 269362, or write to us at [sales@houp.com](mailto:sales@houp.com), or contact us through our website [www.houp.com](http://www.houp.com)

**9.4 When we will pay the costs of return.** We will pay the costs of return:

- (a) if the products are faulty or misdescribed;
- (b) if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong; or

In all other circumstances you must pay the costs of return.

**9.5 What we charge for collection.** If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection.

**9.6 How we will refund you.** If you are entitled to a refund we will refund you the price you paid for the products including delivery costs, by the method you used for payment provided that all products supplied to you have been returned. However, we may make deductions from the price, as described below subject to clause 8.6.

**9.7 When your refund will be made.** We will make any refunds due to you as soon as possible.

**10. Our rights to end the contract**

**10.1 We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within one day of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, such as the information referred to in paragraph 7.7 of the terms;
- (c) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us.

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

- (a) the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 10 days after receipt of notice in writing to do so;
- (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangements with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (c) the other party suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- (e) and without affecting any other right or remedy available to it, we may terminate the Contract with immediate effect by giving written notice to you if you fail to pay any amount due under the Contract on the due date for payment
- (f) without affecting any other right or remedy available to it, we may suspend all further deliveries of Products under the Contract or any other contract between you and us if you fail to pay any amount due under the Contract on the due date for payment, you become subject to any of the events listed in clause 10.2(b) to clause 10.2(d) or we reasonably believe that you are about to become subject to any of them.

**10.3 You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract. We also reserve the right to destroy any goods not paid for.

**10.4 We may withdraw the product.** We may write to you to let you know that we are going to stop providing the product. We will let you know at least seven days in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

## **11. Consequences of Termination**

**11.1** On termination of the Contract:

- (a) you shall immediately pay to us all of our outstanding unpaid invoices and interest and, in respect of Products supplied but for which no invoice has been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt;
- (b) you shall return all of the Products which have been delivered but not fully paid for unless some of the Products have already been used in which case they cannot be returned and must be paid for. If you fail to return all products (where none have been used), then we may enter your premises and take possession of them. Until they have been returned, you shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

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

## **12. If there is a problem with the product**

**12.1 How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can telephone our customer service team on 01709 369222 or write to us at [sales@hinelabels.com](mailto:sales@hinelabels.com) or Hope Street, Rotherham. Or for Houp.com products phone 0114 4701065, or 07413 269362, or write to us at [sales@houp.com](mailto:sales@houp.com), or contact us through our website [www.houp.com](http://www.houp.com)

**Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must either return them all in person to where you bought them, post them back to us in full or (if they are not suitable for posting) allow us to collect them all from you. We will pay the costs of postage or collection. Please call customer services on 01709 369222 or email us at [sales@hinelabels.com](mailto:sales@hinelabels.com) for a return label or to arrange collection. Or for Houp.com products phone 0114 4701065, or 07413 269362, or write to us at [sales@houp.com](mailto:sales@houp.com), or contact us through our website [www.houp.com](http://www.houp.com). If not all the goods can be returned because you have used some of them, you cannot reject the products.

## **13. Your Rights in respect of defective goods**

**13.1 We warrant that on delivery, the Products shall:**

- (a) conform in all material respects with their description and any applicable Product Specification; and
- (b) be free from material defects in design, material and workmanship.

- 13.2** We shall, at our option, repair or replace the defective Products, or refund the price of the defective Products in full if:
- (a) you give notice in writing within 30 days of delivery or collection that some or all of the Products do not comply with the warranty set out in clause 13.1;
  - (b) we are given a reasonable opportunity of examining all such Products; and
  - (c) you (if asked to do so by us) return such Products in full to our place of business. If justified, the cost of transport will be met by us.
- 13.3** We shall not be liable for the Products' failure to comply with the warranty in clause 13.1 if:
- (a) you make any further use of such Products after giving notice in accordance with clause 13.2;
  - (b) the defect arises because you failed to follow our oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Products or (if there are none) good trade practice regarding the same;
  - (c) the defect arises as a result of us following any drawing, design or Product Specification supplied by you;
  - (d) you alter or repair such Products without our written consent;
  - (e) the defect arises as a result of general usage fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
  - (f) the Products differ from their description or the Product Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 13.4** Except as provided in this clause 13, we shall have no liability to you in respect of the Products' failure to comply with the warranty set out in clause 13.1.
- (a) The terms of these Conditions shall apply to any repaired or replacement products supplied by us.

## **14. Price and payment**

- 14.1 Where to find the price for the product.** The price of the product (which excludes VAT) will be the price as told to you in our quote or over the telephone or set out in our brochure or on our website or told to you in the course of email exchanges. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause **14.3** for what happens if we discover an error in the price of the product you order.

**14.2 We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

**14.3 What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

**14.4**

#### **14.5 Payment Terms**

##### **Non Account Holders**

Non account holders must pay for goods prior to any work being undertaken, unless there is agreement in writing otherwise. We accept payment with all credit and debit cards (except American Express) and also bank transfers, cash and cheques.

##### **14.5 Account Holders**

Customers may request a credit account after a period of successful trading. Account opening forms will be sent to the Customers and must be completed prior to the signing of an account agreement.

A credit account will only be opened upon the receipt of satisfactory credit and reference checks.

##### **Account Terms**

If Hine (the seller) agrees to offer credit terms, the Customer (Buyer) unconditionally guarantees to pay the Seller the due amount in full within the timeframe agreed in the account agreement.

If the Buyer defaults upon their payment terms, Hine (the Seller) will take appropriate action to recover payment due in full.

**14.6 We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount pursuant to the Late Payment of Commercial Debts Interest Act 1988 at the rate applicable from time to time. This 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. You must pay us interest together with any overdue amount.

**14.7 What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

**15. Our responsibilities for loss or damage suffered by you if you are a business**

**15.1** Nothing in these terms shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (d) defective products under the Consumer Protection Act 1987.

**15.2** Except to the extent expressly stated in clause 15.1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

**15.3** Subject to clause 15.1:

- (a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information, loss of or damage to goodwill or any indirect or consequential loss arising under or in connection with any contract between us; and
- (b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the value of the goods purchased under the contract.

**16. Other important terms**

**16.1 We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within five days of us telling you about it and we will refund you any payments you have made in advance for products not provided.

- 16.2 You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 16.3 Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 16.2 in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 16.4 If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 16.5 Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 16.6 Which laws apply to this contract and where you may bring legal proceedings.** If you are a business, any dispute or claim arising out of or in connection with a contract between us 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 and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

## **17. Data Protection**

- 17.1** You and us will comply with all applicable requirements of the Data Protection legislation. This clause 17 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause 17 Applicable Laws means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.

- 17.2** You and us acknowledge that for the purposes of the Data Protection Legislation, you are the controller and we are the processor.
- 17.3** Without prejudice to the generality of clause 17.1, you will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to us for the duration and purposes of the Contract.
- 17.4** Without prejudice to the generality of clause 17.1, we shall, in relation to any personal data processed in connection with the performance by us of our obligations under the Contract:
- (a) process that personal data only on your documented written instructions unless we are required by Applicable Laws to otherwise process that personal data. Where we are relying on Applicable Laws as the basis for processing personal data, we shall promptly notify you of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit us from so notifying you.
  - (b) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
  - (c) not transfer any personal data outside of the European Economic Area unless your prior written consent has been obtained and the following conditions are fulfilled;
    - (i) you or us has provided appropriate safeguards in relation to the transfer;
    - (ii) the data subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies;
    - (iii) we comply with our obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
    - (iv) we comply with reasonable instructions notified to us in advance by you with respect to the processing of the personal data;
  - (d) assist you, at your cost, in responding to any request from a data subject and in ensuring compliance with your obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators;
  - (e) notify you without undue delay on becoming aware of a personal data breach; and
  - (f) at your written direction, delete or return personal data and copies thereof to you on termination of the Contract unless required by Applicable Law to store the personal data.

**17.5** Either us or you may, at any time on not less than 30 days' notice, revise this clause 17 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).

**18. Confidentiality**

**18.1** Us and you undertake to each other that we shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of any other party, except as permitted by clause 18.2.

**18.2** Each of us may disclose the other party's confidential information:

- (a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each of us shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 18; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

**18.3** Neither of us shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

**19. Right to renegotiate or terminate. If a Brexit Trigger Event occurs, either you or us may:**

**19.1** require the other party to negotiate in good faith an amendment to this agreement to alleviate the Brexit Trigger Event; and

**19.2** if no such amendment is made to this agreement within 30 days, terminate this agreement by giving the other party not less than five days and not more than 10 days' written notice.

**20. Brexit Trigger Event means any of the following events occurring at any time after the UK ceases to be a Member State of the European Union:**

**20.1** an adverse impact on either our or your ability to perform the agreement in accordance with its terms and the law;

**20.2** an increase in the costs incurred by you or us in performing the agreement of at least 5% since the price for the products was last agreed;

- 20.3** the price of the products under this agreement is at least 5% lower than the market value for similar products or services (an impact on us);
- 20.4** the price of the products under this agreement exceeds the market value for similar products or services by at least 5% (an impact on you).

**Overlap with other rights and obligations. Save as expressly provided in this clause 0, a Brexit Trigger Event shall not terminate or alter (or give any party a right to terminate or alter) this contract, or invalidate any of its terms or discharge or excuse performance under it. If there is an inconsistency between the provisions of this clause and any other provision of this agreement, the provisions of this clause shall prevail.**