

1. Definitions of Terms

1.1. In these Conditions:

“Lovat’s Group Ltd”	Means Lovat’s Group Ltd (company number SC033489) whose registered office is at, Muirhead, Mitchelston Ind Estate, Kirkcaldy, KY1 3PB
“Lovat’s Group Ltd”	Means Lovat’s Group Ltd or any subsidiary or holding company of Lovat’s Group Ltd or any subsidiary of any holding company.
“Lovat’s Group Personal Data”	Means any Personal Data Processed by the Supplier and any Contracted Processor on behalf of Lovat’s Group Ltd pursuant to or in connection with this Contract.
“Lovat’s Group Property”	Means any property, other than real property, issued or made available to the Supplier by Lovat’s Group Ltd in connection with the Contract.
“Business Hours”	Means 08.00 a.m. – 5.00 p.m. Monday – Thursday, Friday 08:00 am – 13:00 pm on any day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.
“Commercially Sensitive Information”	Means the subset of Confidential Information listed in the Commercially Sensitive Information Schedule comprised of information: <ol style="list-style-type: none">1. which is provided by the Supplier to Lovat’s Group Ltd in confidence for the period set out in that Schedule; and/or2. that constitutes a trade secret.
“Condition”	Means a condition within the Contract and “Conditions” shall be construed accordingly.
“Confidential Information”	Means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, Services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either party, all personal data, sensitive and special category data within the meaning of the Data Protection Legislation and the commercially sensitive information.
“Contract”	Means the contract between Lovat’s Group Ltd and the Supplier for the supply of Goods and/or Services comprising the Order or Service Level Agreement and subject to these Conditions.
“Contracted Processor”	Means the Supplier and any Sub processor.

“Core Terms”	means the standard terms and conditions for goods and services prior to any amendment or Special Terms listed in Annex 2
“Data Protection Legislation”	Means (i) the General Protection Regulation (EU) 2016/679 (ii) the Data Protection Act 2018 (iii) the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (iv) all other applicable law about the processing of personal data and privacy (all as amended, updated or re-enacted from time to time).
“Equipment”	Means Lovat’s Group Ltd’s equipment, plant, materials, etc. used in the performance of the Suppliers obligations under the Contract.
“Force Majeure”	Has the meaning given in clause 20.1.
“Goods”	Means the goods (or any part of them) received by Lovat’s Group Ltd pursuant to the Contract.
“In Writing”	Means communication by email, letter posted by recorded delivery or hand delivered to Lovat’s Group Ltd representative.
“Intellectual Property Rights”	Means patents, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country.
“Law”	Means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body.
“Material”	means Lovat’s Group Ltd’s materials used in the performance of the Suppliers obligations under the Contract.
“Month”	Means calendar month.
“Order”	Means an order submitted by Lovat’s Group Ltd in writing (or via a supplier portal) or if given orally, confirmed in writing within two (2) business days for the supply of Goods and/or Services by the Supplier.
“Sites”	Means the location where the Services are to be performed.
“Schedule”	Means a schedule attached to this Contract or the Service Level Contract.
“Service Level Agreement”	Means any Service Level Agreement between Lovat’s Group Ltd and the Supplier defining the service levels applicable to the Service.
“Services”	Means the services received by Lovat’s Group Ltd pursuant to the Contract.

“Special and Amended Terms”	Means the terms set out in Annex 2 and are specific to this Agreement. Any updated (Amended) term within Annex 2 shall supersede the relevant term within the main Contract.
“Specification”	Means the description of the Goods and/or Services to be provided detailed in the Order or included in any Service Level Agreement.
“Subprocessor”	Means any person (including any third party and any Supplier affiliate but excluding an employee of Supplier or any of its sub-contractors) appointed by or on behalf of Supplier or any Supplier affiliate to Process Personal Data on behalf of Lovat’s Group Ltd in connection with the Contract.
“Supplier”	Means the person, firm or company who provides Goods and/or Services to Lovat’s Group Ltd on the terms and conditions set out in these Conditions.
“Supplier Affiliate”	Means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with the Supplier, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

1.2. The headings to these Terms and Conditions shall not affect their interpretation.

1.3. References to any statute or statutory provision shall include references to any statute or statutory provision which amends, extends, consolidates, or replaces the same and shall include any orders, regulations, code of practice, instruments or other subordinate legislation made under the statute or statutory provision.

2. Basis of Contract

The Contract shall be upon these Conditions to the exclusion of all other terms and conditions, including the Supplier’s terms and conditions of sale or any other terms and conditions which the Supplier purports to apply under any acknowledgement or confirmation of order, quotation, specification, delivery note, invoice, or similar document whether or not the document is referred to in the Contract.

Each and any Order by Lovat’s Group Ltd shall be deemed to be an offer by Lovat’s Group Ltd to purchase Goods and/or Services subject to these Conditions and no Order shall be accepted until the Supplier either expressly gives notice of acceptance or impliedly accepts by fulfilling the Order in whole or in part. Any Order shall be deemed to be accepted by the Supplier in the absence of contrary express notification within eight (8) days from the date of the Order.

3. Price

The price payable for the Goods and/or Services will be that stated in the Order or any Service Level Agreement and, unless otherwise stated will be inclusive of any costs of packaging and carriage but exclusive of VAT and any applicable sales tax or duty which will be added to the sum in question.

4. Terms of Payment

- 4.1. The Supplier may invoice Lovat's Group Ltd for any Goods on or at any time after delivery, or for any Services on or any time after performance. Each invoice shall quote the Order number, job number (if applicable), details of the Goods and/or Services supplied, any information required by Lovat's Group Ltd's customers (communicated in writing to the Supplier) and supporting evidence of delivery.
- 4.2. Subject as otherwise provided in the Order (or any Service Level Agreement), Lovat's Group Ltd will pay correctly rendered undisputed invoices by the end of the month following Forty Five (45) days of the date of receipt of the invoice. For the avoidance of doubt, Lovat's Group Ltd shall not be liable for any invoices rendered by a Supplier for which no valid Order has been submitted by Lovat's Group Ltd.
- 4.3. Any interim payments for Services must be requested by the Supplier on a monthly basis following Month end. Any interim payments agreed to be paid by Lovat's Group Ltd shall be paid in accordance with clause 4.2.
- 4.4. If Lovat's Group Ltd shall fail to make any payment to the Supplier of any undisputed invoice (after deduction of any amount which Lovat's Group Ltd is entitled to deduct) in accordance with this clause 4, then Lovat's Group Ltd shall pay interest on the overdue amount at the rate of 2% per annum over the base rate of the Bank of England from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.
- 4.5. The Supplier shall issue payment reminders to Lovat's Group Ltd within fifteen (15) days after the due date for payment, setting out the amount outstanding referring to the relevant invoice number and date. The Supplier shall not have the right to charge or receive interest pursuant to clause 4.4 unless it has given Lovat's Group Ltd at least fifteen (15) days prior written notice of its intention to do so and Lovat's Group Ltd have failed to pay in the 15 day period.
- 4.6. Lovat's Group Ltd may, at any time, set off any liability of the Supplier to Lovat's Group Ltd against any liability of Lovat's Group Ltd to the Supplier, whether such liability is present or future, liquidated or unliquidated, and whether or not the liability arises under the Contract. The Supplier cannot assert any credit, set-off or counterclaim against Lovat's Group Ltd in order to justify withholding payment of any such amount in whole or in part.

5. Quality of Goods/Provision of the Services

- 5.1. The Supplier shall ensure that the Goods shall:
 - 5.1.1. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by Lovat's Group Ltd;
 - 5.1.2. conform with any Specification provided by Lovat's Group Ltd;
 - 5.1.3. be free from defects in design, material and workmanship and remain so for 12 months after Delivery; and
 - 5.1.4. comply with all applicable statutory and regulatory requirements.

- 5.2. The Supplier shall ensure that in delivering the Services:
 - 5.2.1. it performs the Services with the highest level of care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade.
 - 5.2.2. all goods, materials, standards, and techniques used in providing the Services are of the best quality and are free from defects in workmanship, installation and design; and
 - 5.2.3. it fully co-operates with Lovat's Group Ltd in all matters relating to the Services and comply with Lovat's Group Ltd's instructions.
- 5.3. The Supplier shall at all times:
 - 5.3.1. comply with all applicable standards, statutory or regulatory requirements for the manufacture or supply of the Goods or the supply of the Services.
 - 5.3.2. act in accordance with all generally accepted industry standards and practices that are applicable.
 - 5.3.3. observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of Lovat's Group Ltd's premises (and any other site at which the Services are to be performed) from time to time and that have been communicated to it;
 - 5.3.4. obtain and at all times maintain all necessary licences and consents for the manufacture or supply of the Goods or the supply of the Services.
 - 5.3.5. not do or omit to do anything which may cause Lovat's Group Ltd to lose any licence, authority, consent, or permission on which it relies for the purposes of conducting its business; and
 - 5.3.6. notify Lovat's Group Ltd in writing immediately upon the occurrence of a change of control of the Supplier within the meaning of section 1124 of the Corporation Tax Act 2010 ("**Change of Control**").
- 5.4. Lovat's Group Ltd shall have the power to inspect and test the performance and/or quality of the Goods and/or Services at any reasonable time before delivery of the Goods or completion of performance of the Services. The Supplier shall not unreasonably refuse any request by Lovat's Group Ltd to carry out such inspection and testing and will provide Lovat's Group Ltd with all facilities reasonably required.
- 5.5. If following such inspection or testing Lovat's Group Ltd informs the Supplier that Lovat's Group Ltd considers that any part of the Goods and/or Services do not meet or are unlikely to meet the requirements of the Contract or differ in any way from those requirements (and this is other than as a result of default on the part of Lovat's Group Ltd) the Supplier shall at its own expense take all such remedial action as is necessary to ensure compliance.
- 5.6. Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and/or Services and any such inspection or testing shall not reduce the Supplier's obligations under the Contract, and Lovat's Group Ltd shall have the right to conduct further inspection and tests after the Supplier shall carried out its remedial actions.

- 5.7. If any Goods and/or Services fail to comply with the provisions set out in this clause 5 (or any defects identified in any inspection are not remedied within a reasonable time) Lovat's Group Ltd shall be entitled to any one or more of the remedies listed in clause 7.
- 5.8. The Supplier acknowledges that it:
- 5.8.1. has sufficient information about Lovat's Group Ltd and any Specification and that it has made all appropriate and necessary enquiries to enable it to perform the Services and supply Goods in accordance with the Contract.
 - 5.8.2. shall neither be entitled to any additional payment nor excused from any obligation or liability under the Contract due to any misinterpretation or misunderstanding by the Supplier of any fact relating to any Specification or otherwise to the Contract; and
 - 5.8.3. shall comply with all lawful and reasonable directions of Lovat's Group Ltd relating to its performance of the Services.
- 5.9. The Services include assisting other suppliers providing Services and/or Goods to Lovat's Group Ltd or any other member of Lovat's Group Ltd's Group (at no additional cost to Lovat's Group Ltd) to the extent that such assistance or management of other suppliers is as described in, contemplated by or reasonable to be inferred from the Services or the nature or manner of the supply of such Services.
- 5.10. Notwithstanding the above, the Supplier shall, where directed by Lovat's Group Ltd, provide at no cost to Lovat's Group Ltd all reasonable assistance, information, and co-operation to any other third party with which any member of the Lovat's Group Ltd's Group has a relationship subject to the signature of confidentiality Contracts between the Supplier and those third parties.

6. Delivery

- 6.1. Unless otherwise agreed between the parties, the Goods will be delivered to and the Services will be performed at the address stated in the Contract during Business Hours on the date or within the period specified in the Contract, or if no such period is specified then within twenty-eight (28) days of the Order.
- 6.2. The time for delivery of Goods and/or performance of the Services shall be of the essence of these Conditions and any Contract. Where any delay in delivery can be anticipated or, in the case of delivery, is delayed, the Supplier must notify Lovat's Group Ltd of the delay as soon as they are aware of that fact and, in any event, not less than the minimum lead time before the delivery date agreed.
- 6.3. Without prejudice to any other rights and remedies Lovat's Group Ltd may have pursuant to this Contract, the Supplier shall reimburse Lovat's Group Ltd for all reasonable costs, losses or expenses incurred by Lovat's Group Ltd arising from the Supplier's late delivery or delay in the performance of the Contract:
- 6.3.1. which the Supplier has failed to remedy after being given reasonable notice by Lovat's Group Ltd; or

- 6.3.2. caused by a failure to inform Lovat's Group Ltd of any delivery requirements the Seller may have in sufficient time to allow Lovat's Group Ltd to accommodate the requirements to allow proper deliver to take place.

7. Remedies

- 7.1. Without prejudice to any other right or remedy, if any Services and/or Goods are not performed or supplied by the Supplier in accordance with the Contract, Lovat's Group Ltd shall be entitled (whether or not any of the Services or Goods have been accepted or paid for) to exercise any one or more of the following remedies at Lovat's Group Ltd's sole discretion:
 - 7.1.1. to rescind an Order;
 - 7.1.2. to require the Supplier, at the Supplier's own expense, to remedy defects in the Services and/or Goods and to replace any defective Goods and carry out any other necessary work to ensure that the terms of an Order are fulfilled;
 - 7.1.3. to refuse to accept further Services and/or Goods without any liability to the Supplier;
 - 7.1.4. to recover from the Supplier any costs incurred by Lovat's Group Ltd in obtaining substitute Goods and/or Services from a third party;
 - 7.1.5. to reject the Goods or Services concerned and in the case of Goods, return them to the Supplier at the Supplier's risk and expense;
 - 7.1.6. require the Supplier to repay any sums paid in advance for any rejected Goods or defective Services; and
 - 7.1.7. hold the Supplier accountable for any and all losses, expenses and additional costs incurred by Lovat's Group Ltd which are in any way attributable to the Supplier's failure to carry out obligations under the Contract.

8. Indemnity

The Supplier shall indemnify Lovat's Group Ltd and keep Lovat's Group Ltd fully indemnified against any and all losses or damages suffered by Lovat's Group Ltd as a result (whether direct or indirect) of defects or errors in the Goods and/or Services.

9. Property in Goods

- 9.1. Risk in and title to Goods will pass to Lovat's Group Ltd on delivery.
- 9.2. The Supplier will not (and will ensure that its sub-contractor or any other person) will have no right of lien, charge or encumbrance on or over any Goods, Equipment or Materials which are vested in Lovat's Group Ltd under this clause for any sum due to the Supplier (or its sub-contractors).

10. Free Issue Equipment or Material

- 10.1. In the event that the Specification states that free issue Equipment or Material is to be made available in connection with the Contract then Lovat's Group Ltd or its agent will

make available or supply to the Supplier such Equipment and Material upon the terms set out in any Specification.

- 10.2. The Supplier will at the time of taking possession of Equipment and Material check it is in good condition and of a quality suitable for use by the Supplier in performance of the Services. The Supplier will certify any supplier's advice note or notify Lovat's Group Ltd In Writing and return any such advice note within fourteen (14) days to Lovat's Group Ltd's supplier of such Equipment or Material. Any damage to or loss of Equipment and Material will be reported immediately by the Supplier to Lovat's Group Ltd's project or account manager and, if relevant, Lovat's Group Ltd's supplier of such Equipment or Material and the carriers of the Equipment or Material. In the event that such report is not made the Supplier will be responsible for any loss or damage existing at the time of receipt which would have been apparent on a visual check of quantities and condition and in any event will be responsible for any damage or loss of the Equipment or Material occurring whilst such Equipment or Material is in its possession.
- 10.3. If Lovat's Group Ltd makes available Equipment and Material to the Supplier, Lovat's Group Ltd makes no warranty in relation to the quality and fitness for purpose of the Equipment and Material.
- 10.4. The Supplier will ensure that all free issue Equipment and Material made available by Lovat's Group Ltd is securely located at the Supplier's premises and is clearly always labelled as the property of Lovat's Group Ltd.
- 10.5. The Supplier shall return all Equipment and Material to Lovat's Group Ltd immediately on demand by Lovat's Group Ltd.

11. Insurance

- 11.1. Without prejudice to its liability to indemnify Lovat's Group Ltd, the Supplier will, throughout the duration of the Contract, arrange and maintain with reputable insurers (unless otherwise stated):
 - 11.1.1. Employer's liability insurance in respect of the Supplier's liability for any person in the Supplier's employment in the sum of not less than £10 million per incident.
 - 11.1.2. Public and Product liability insurance in respect of the Supplier's liability in the amount of not less than £5 million per occurrence; and
 - 11.1.3. Professional indemnity insurance in a sum normal and customary for a supplier in the business of providing services of a similar scope, nature and complexity to the Services and for the duration of the Contract and for six (6) years after expiry or termination of the Contract.
- 11.2. Insurance of all materials acquired by or delivered to the Supplier for the purposes of performing its obligations under the Contract (including the property of the Supplier and Equipment and Materials) against loss, destruction and damage for their full reinstatement value until such time as such materials are delivered to Lovat's Group Ltd and/or the Services are completed.

- 11.3. The Supplier shall provide evidence satisfactory to Lovat's Group Ltd upon request relevant certificates giving details of insurance cover along with a receipt for the current years' premium.
- 11.4. If the Supplier is in breach of these insurance provisions, then without prejudice to any of its other rights, powers or remedies, Lovat's Group Ltd may pay any premiums required to keep any of the insurances in force or itself procure such insurances. In either case, Lovat's Group Ltd may recover such premiums from the Supplier, together with all expenses incurred in procuring such insurances as a debt. Further should Lovat's Group Ltd be required to extend the period of its insurance coverage due to the negligence or other default of the Supplier, the Supplier shall pay to Lovat's Group Ltd the costs of the said extended insurance.
- 11.5. For the avoidance of doubt, the Supplier's liability under the Contract will not be restricted, limited, or altered by any insurance arranged by the Supplier pursuant to this clause 11.

12. Confidentiality

- 12.1. Other than by statute, each party shall treat the Contract and any information it may have obtained or received in relation thereto or arising out of or in connection with the performance of the Contract or its negotiation or relating to the business or affairs of the other as private and confidential and neither party shall publish or disclose the same or any particulars thereof without the prior written consent of the other or as may be permitted under the later provision of this clause.
- 12.2. The obligations expressed in clause 12.1 shall not apply to any information which:
 - 12.2.1. is or subsequently comes into the public domain otherwise than by breach of this clause.
 - 12.2.2. is already in the possession of the receiving party without an accompanying obligation of confidentiality.
 - 12.2.3. is obtained from a third party who is free to divulge the same.
 - 12.2.4. is independently and lawfully developed by the recipient or its sub-contractor outside the scope of the Contract.
 - 12.2.5. is required by Law.
- 12.3. So far as it may be necessary for the performance of the Contract, each party may divulge Confidential Information to their employees, agents and sub-contractors on a "need to know" basis but undertake all steps necessary to ensure compliance with the confidentiality expressed in this clause, and will be responsible to the other party for any failure by any employee, agent or sub-contractor to comply with such obligations whether they were aware of them or not.

13. Intellectual Property

- 13.1. All Intellectual Property Rights in all works or supplies provided under the Contract which are written or produced on a bespoke or customized basis, including, without limitation, all future such rights when the said works or supplies are created, shall be owned by Lovat's Group Ltd and the Supplier shall ensure that it executes all documents necessary to affect such ownership. Where the Supplier provides existing intellectual property right protected material to Lovat's Group Ltd under this Contract it shall disclose this to Lovat's Group Ltd, warrant it has the right to do so and shall fully indemnify and hold Lovat's Group Ltd harmless against all loss or liability arising from any third-party intellectual property rights claims arising both from such existing material and in relation to any such bespoke work.
- 13.2. Except as provided above, both parties retain ownership of their pre-existing Intellectual Property Rights in the relevant party's protected material.

14. Data Protection

- 14.1. Both parties will comply with all applicable requirements of the Data Protection Legislation.
- 14.2. The terms "Data Subject", "Personal Data", "Personal Data Breach", "Process" and "Processing" shall have the same meaning as in the Data Protection Legislation, and their cognate terms shall be construed accordingly.
- 14.3. The Supplier shall, in relation to Processing of any Personal Data in connection with the performance by the Supplier of the Services and/or supply of Goods:
 - 14.3.1. Process Lovat's Group Ltd Personal Data only on the written instructions of Lovat's Group Ltd unless Processing is required by Data Protection Legislation to which the relevant contracted Processor is subject, in which case the Supplier or the relevant Supplier Affiliate shall to the extent permitted by Data Protection Legislation inform Lovat's Group Ltd of that legal requirement before the relevant Processing of that Personal Data.
 - 14.3.2. ensure that it has in place appropriate technical and organisational measures (including, as appropriate, the measures referred to in Article 32(1) of the General Data Protection Regulation 2016/679) to protect against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Lovat's Group Ltd Personal Data; and
 - 14.3.3. not transfer any Lovat's Group Ltd Personal Data outside of the European Economic Area unless the prior written consent of Lovat's Group Ltd has been obtained.
- 14.4. The Supplier and each Supplier Affiliate shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Contracted Processor who may have access to the Lovat's Group Ltd Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know/access the relevant Lovat's Group Ltd Personal Data, as strictly necessary for the purposes of the Contract, and to comply with Data Protection Legislation in the context of that individual's duties to the Contracted Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

14.5.

- 14.5.1. Subject to the extent that retention is required by Data Protection Legislation the Supplier and each Supplier Affiliate shall promptly and in any event within thirty (30) days of the date of cessation of any Services and/or termination of this Contract (the "Cessation Date"), delete and procure the deletion of all copies of Lovat's Group Ltd Personal Data.
- 14.5.2. Subject to the extent that retention is required by Data Protection Legislation, Lovat's Group Ltd may in its absolute discretion by written notice to Supplier within fourteen (14) days of the Cessation Date require Supplier and each Supplier Affiliate to (i) return a complete copy of all Lovat's Group Ltd Personal Data to Lovat's Group Ltd by secure file transfer in such format as is reasonably notified by Lovat's Group Ltd to Supplier; and (ii) delete and procure the deletion of all other copies of Lovat's Group Ltd Personal Data Processed by any Contracted Processor. The Supplier and each Supplier Affiliate shall comply with any such written request within thirty (30) days of the Cessation Date.
- 14.5.3. The Supplier shall provide certification In Writing to Lovat's Group Ltd that it and each Supplier Affiliate has fully complied with this clause 14.5 within thirty (30) days of the Cessation Date.

14.6. The Supplier shall:

- 14.6.1. notify Lovat's Group Ltd in writing within two (2) days if it receives:
 - 14.6.1.1. a request from a Data Subject to have access to Lovat's Group Ltd Personal Data; or
 - 14.6.1.2. a complaint or request relating to Lovat's Group Ltd's obligations under the Data Protection Legislation.
- 14.6.2. provide Lovat's Group Ltd with full cooperation and assistance in relation to any complaint or request made, including by:
 - 14.6.2.1. providing Lovat's Group Ltd with full details of the complaint or request.
 - 14.6.2.2. assisting Lovat's Group Ltd to comply with a subject access request within the relevant timescales set out in the Data Protection Legislation and in accordance with Lovat's Group Ltd's instructions.
 - 14.6.2.3. providing Lovat's Group Ltd with any Personal Data it holds in relation to a Data Subject (within the timescales required by Lovat's Group Ltd); and
 - 14.6.2.4. providing Lovat's Group Ltd with any information requested by Lovat's Group Ltd.

14.7.

- 14.7.1. The Supplier shall notify Lovat's Group Ltd immediately upon the Supplier or any Sub processor becoming aware of a Personal Data Breach affecting Lovat's Group Ltd Personal Data, providing Lovat's Group Ltd with sufficient

information to allow Lovat's Group Ltd to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Legislation.

- 14.7.2. Supplier shall co-operate with Lovat's Group Ltd and take such reasonable commercial steps as are directed by Lovat's Group Ltd to assist in the investigation, mitigation and remediation of each such Personal Data Breach.
- 14.8. The Supplier shall not appoint a Contracted Processor without Lovat's Group Ltd's prior written consent. The Supplier shall enter into a written agreement with any permitted Contracted Processor incorporating terms which are substantially similar to those set out in this clause 14. As between Lovat's Group Ltd and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any Contracted Processor appointed by it pursuant to this clause 14.
- 14.9. Annex 1 describes the subject matter, duration, nature and purpose of processing and the Personal Data categories and Data Subject types in respect of which the Supplier may process to fulfil its obligations under the Contract and these Terms and Conditions.

15. Conflicts of Interest, Fraud, Corruption and Competition Law

- 15.1. The Supplier shall take all appropriate steps to ensure that neither it (nor any employee, servant, agent, supplier, or sub-contractor) is placed in a position where there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier (or such persons) and the duties owed to Lovat's Group Ltd under the provisions of the Contract. The Supplier shall disclose to Lovat's Group Ltd full particulars of any such conflict, or potential conflict of interest which may arise. If any such conflict arises the Supplier shall notify Lovat's Group Ltd in Writing and Lovat's Group Ltd shall agree the most appropriate action.
- 15.2. The Supplier shall safeguard Lovat's Group Ltd against fraud. The Supplier shall notify Lovat's Group Ltd immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur that may directly or indirectly affect the Goods and/or Services or Lovat's Group Ltd.
- 15.3. The Supplier warrants that it has not engaged in price fixing, bid rigging, illegal price information exchange, contract, or other arrangement in breach of UK, EU or other competition Laws relevant to the Supplier or the supply of the Goods and/or Services.
- 15.4. The Supplier warrants that it has not and shall not engage in any activity, conduct, or practice which would breach the Bribery Act 2010. The Supplier shall:
 - 15.4.1. promptly report to Lovat's Group Ltd any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with performance of the Contract.
 - 15.4.2. when requested by Lovat's Group Ltd, certify compliance with this clause 15.4 (and all persons associated with it) In Writing and provide such supporting evidence of compliance as Lovat's Group Ltd may reasonably request; and
 - 15.4.3. ensure that any person associated with the Supplier who is performing services in connection with any Contract does so only on written terms which imposes on such person terms equivalent to this clause 15.4. The Supplier shall be responsible for the observance and performance by such persons of those

equivalent terms and shall be directly liable to Lovat's Group Ltd for any breach by such persons of any of those equivalent terms.

- 15.5. The Supplier warrants that it and its sub-contractors and suppliers, and respective employees and agents have not committed, and shall not commit, any offence under legislation creating offences in respect of fraudulent acts or at Common Law in respect of fraudulent acts relating to this Contract or any other Contract with Lovat's Group Ltd or defraud or make any attempt to defraud Lovat's Group Ltd.
- 15.6. If any of the Supplier's personnel breach this clause 15 or where the breach is committed by a sub-contractor, Lovat's Group Ltd reserves the right to stipulate that the sub-contractor, or any of the Supplier's employees are no longer used by the Supplier in relation to the Contract with immediate effect.

16. Statutory Regulation and Compliance

- 16.1. The Supplier shall in all matters relating to the performance of the Contract comply with Law in force from time to time.
- 16.2. In the event of any breach of clause 16.1 the Supplier shall fully indemnify Lovat's Group Ltd and any of Lovat's Group Ltd group against claims, losses, demands, cost expenses and damage arising from or in relation to such breach.
- 16.3. If the cost to the Supplier of the performance of the Contract shall be increased or reduced by reason of the making after the date of the Contract of any new Law or any change to any such Law applicable to the Contract (other than any tax on profits), the amount of such increase or reduction shall be paid to or repaid by the Supplier as appropriate.
- 16.4. The Supplier shall comply with Lovat's Group Ltd's Modern Slavery Act Statement and Ethical Procurement and Supply Document, as applicable from time to time.
- 16.5. Upon request, the Supplier shall provide Lovat's Group Ltd with details of the Supplier's supply chain and country of origin for Goods (or parts of Goods) for the purposes of monitoring compliance with Lovat's Group Ltd's Modern Slavery Act and Ethical Procurement and Supply Document (and any applicable legislation).

17. Publicity

Neither party shall without the written consent of the other (the giving of which consent shall be at the sole discretion of that party) advertise, publicly announce or provide to any other person information relating to the existence or details of the Contract or use the other party's name in any format for any promotion, publicity, marketing, or advertising purpose.

18. Right of Audit

- 18.1. The Supplier shall keep secure and maintain until two years after the final payment of all sums due under the Contract (or such longer period as may be agreed between the parties) full and accurate records of the Goods and/or Services and expenditure reimbursed by Lovat's Group Ltd, and all payments made by Lovat's Group Ltd.
- 18.2. The Supplier shall grant to Lovat's Group Ltd or its authorised agents, such access to those records as is reasonably required to audit the Supplier's compliance with the Contract and Data Protection Legislation. The Supplier will give Lovat's Group Ltd and

its authorised agents all necessary assistance to conduct such audits. The assistance may include, but is not limited to:

- 18.2.1. physical access to, remote electronic access to, and copies of the records and any other information held at the Supplier's premises or systems.
 - 18.2.2. access to and meetings with any of the Supplier's personnel reasonably necessary to provide all explanations and perform the audit effectively; and
 - 18.2.3. inspection of all records and the infrastructure, electronic data or systems, facilities, equipment or application software used to store, process or transport Personal Data.
- 18.3. Lovat's Group Ltd may audit the compliance and/or performance of the Supplier as it sees fit (by spot checks during Business Hours) in respect of the Supplier's:
- 18.3.1. performance of Services or supply of the Goods.
 - 18.3.2. compliance with its other obligations under the Contract including the Suppliers quality, health, safety, and environmental management systems; and
 - 18.3.3. processing of Lovat's Group Ltd Personal Data by a Sub processor.

19. Parent Company Guarantee

If requested by Lovat's Group Ltd, the Supplier will provide, at its expense, on signature of the Contract, a parent company guarantee (from the Supplier's ultimate parent company unless otherwise agreed with Lovat's Group Ltd) and/or a performance bond as specified in, and substantially in the form prescribed by Lovat's Group Ltd. Lovat's Group Ltd will not be obliged to make any payments under the Contract until the parent company guarantee and/or performance bond has been provided in a form satisfactory to Lovat's Group Ltd.

20. Force Majeure

- 20.1. For the purpose of the Contract the term Force Majeure shall mean:
- 20.1.1. Act of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic.
 - 20.1.2. war and other hostilities (threat of or preparation for war) invasion, terrorist activity, act of foreign enemies, mobilisation, requisition or embargo, rebellion, revolution, insurrection, military or usurped power or civil war.
 - 20.1.3. nuclear, chemical or biological contamination or sonic boom.
 - 20.1.4. a general industrial dispute or riot, commotion or disorder not limited to the employees of the Supplier or the employees of any of its sub-contractors or sub-suppliers.
- 20.2. If either party considers that any circumstance of Force Majeure has occurred which may prevent, hinder, or delay the performance of its obligations then it shall notify the other as soon as possible (and in any event within one day from its start) in writing giving full details of the circumstances giving rise to the Force Majeure event. In the meantime,

- the affected party shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event.
- 20.3. Provided it has complied with clause 20.2, neither party shall be considered to be in default of its obligations under the Contract to the extent that it can establish that the performance of such obligations is prevented by any circumstance of Force Majeure which arises after the date of the Contract, and which was not foreseeable at the date of the Contract.
- 20.4. If performance of the obligations of either party under the Contract is so prevented by circumstances of Force Majeure and shall continue to be so prevented for a period of fourteen (14) days then the party not affected by the Force Majeure event may terminate the Contract by giving one week's prior written notice to the affected party and, subject to clause 20.5 below neither party shall be liable to the other as a result of such termination.
- 20.5. The Supplier shall transfer to Lovat's Group Ltd the benefit of all work done (including work by any sub-contractors) in the performance of the Contract up to the date of the Force Majeure notice, and if applicable it shall include the rights in any licensed and developed software and licensed firmware so far as the rights in the same have accrued to Lovat's Group Ltd prior to the Force Majeure notice.

21. Termination

- 21.1. Lovat's Group Ltd shall be entitled to terminate this Contract without cause, by serving not less than thirty (30) days prior written notice to the Supplier at any time. The Supplier shall be entitled to terminate this Contract without cause, by serving not less than three (3) Months written notice to the client at any time.
- 21.2. Either party may terminate this Contract with immediate effect by written notice to the other if:
- 21.2.1. there is a breach by the other party of any provision of the Contract which expressly entitles the party not in breach to terminate the Contract.
 - 21.2.2. there is a material or persistent breach of any other term of the Contract, which is not remedied within thirty (30) days of the service of written notice to the defaulting party specifying the breach and requiring it to be remedied.
 - 21.2.3. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement 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
 - 21.2.4. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 21.3. Lovat's Group Ltd may terminate the Contract with immediate effect by written notice to the Supplier if:

- 21.3.1. quality, performance or delivery is deemed to be below the standards required by Lovat's Group Ltd and Lovat's Group Ltd believes it to be having an adverse effect on its reputation or customer relationship.
- 21.3.2. there is a Change of Control of the Supplier; or
- 21.3.3. the Supplier's financial position deteriorates to such an extent that in Lovat's Group Ltd's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 21.3.4. the Supplier does anything improper or is in breach of clause 17.
- 21.4. The Supplier recognises that Lovat's Group Ltd cannot control individual site closures or removal from the scope of their contract, therefore, Lovat's Group Ltd reserves the right to terminate any individual site from any Contract with the Supplier at any time (either during or following the initial 12 Month period) by providing the Supplier no less than thirty (30) days' notice in writing. Such flexibility would also apply in the instance that Lovat's Group Ltd have any entire contract terminated.
- 21.5. For ad hoc purchases, Lovat's Group Ltd shall be entitled to cancel the Contract in respect of all or part of the Goods and/or Services by giving notice to the Supplier at any time prior to the delivery or performance.

22. Consequences of Termination

- 22.1. On termination of the Contract for any reason, the Supplier shall immediately return all Lovat's Group Ltd Equipment and Materials and securely delete or destroy or, if directed in writing by Lovat's Group Ltd, return and not retain, all or any Lovat's Group Ltd Personal Data in its possession or control. If the Supplier fails to do so, then Lovat's Group Ltd may enter the Supplier's premises and take possession of the same.
- 22.2. If any law, regulation, or government or regulatory body requires the Supplier to retain any documents or materials that the Supplier would otherwise be required to return or destroy, it will notify Lovat's Group Ltd in writing of that retention requirement, giving details of the documents or materials that it must retain, the legal basis for retention, and establishing a specific timeline for destruction once the retention requirement ends.
- 22.3. The Supplier will certify in writing that it has destroyed the Lovat's Group Ltd Personal Data within two (2) days after it completes the destruction.
- 22.4. The Supplier shall, if so requested by Lovat's Group Ltd, provide all assistance reasonably required by Lovat's Group Ltd to facilitate the smooth transition of the Services to Lovat's Group Ltd or any replacement supplier appointed by it.
- 22.5. Termination of the Contract shall not affect any of the rights, remedies, obligations, or 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.
- 22.6. For the avoidance of doubt, if the amount of payments already made by Lovat's Group Ltd to the Supplier at the date of termination exceeds the sum due to the Supplier then the Supplier shall repay the balance due to Lovat's Group Ltd on demand.

23. Dispute Resolution

- 23.1. The parties will attempt in good faith to resolve promptly any dispute or claim arising out of or in relation to the Contract or its performance through negotiations between senior representatives of the parties who have authority to settle the same.
- 23.2. For the avoidance of doubt, the Supplier shall not be entitled to suspend or terminate the supply of Goods or provision of the Services whilst the parties are attempting to negotiate a dispute or claim in good faith pursuant to this clause 23 or any Service Level Agreement.
- 23.3. In the event of the dispute or claim not being settled by the negotiations envisaged in clause 23.1, within thirty (30) days, then any party may serve notice in writing on the other of intention to commence proceedings or refer the dispute or claim for mediation under the Alternative Dispute Resolution (ADR) procedure.

24. Environment, Sustainability, Corporate and Social Responsibility

- 24.1. The Supplier agrees to provide Goods and/or Services which accord with Lovat's Group Ltd's Health and Safety and Environmental Policy, as applicable from time to time. The Supplier shall, when working at Lovat's Group Ltd's premises, perform the Contract in accordance with Lovat's Group Ltd's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.
- 24.2. The Supplier recognizes having been made fully acquainted with Lovat's Group Ltd's commitment to corporate responsibility. The Supplier shall fulfil its obligations under this Contract so as not to compromise Lovat's Group Ltd's principles as set out in the Lovat's Group Ltd's Modern Slavery Act Statement and Ethical Procurement and Supply Document, as applicable from time to time.
- 24.3. The Supplier will, if required, nominate a sustainability representative within its business.
- 24.4. The Supplier will provide an environmental aspects and impacts register pertinent to the Goods and/or Services and waste management plans as deemed necessary to allow Lovat's Group Ltd to fulfil its environmental management obligations.
- 24.5. The Supplier will, if required, participate fully in the development and implementation of any sustainability plans, and reports as reasonably requested by Lovat's Group Ltd.
- 24.6. The Supplier shall promptly report any environmental incidents or near misses ("Incident") to Lovat's Group Ltd's designated Health and Safety Manager and ensure that all Incidents are formally investigated with a report submitted to Lovat's Group Ltd within ten (10) days of date of the Incident.

25. Protection of Premises

- 25.1. The Supplier shall, in the provision of the Goods and/or Services, provide all necessary protection of Lovat's Group Ltd's premises, plant, components, goods, materials and consumables and all things at the Premises.
- 25.2. The Supplier shall be responsible for off-loading, positioning and protection of all materials and plants required for the provision of the Goods and/or Services.

- 25.3. The Supplier shall make good any damage caused by the Supplier, its agents, personnel, employees, workers and sub-contractors at Lovat's Group Ltd's premises.

26. Documentation

- 26.1. The Supplier shall provide any invoices, advice notes, delivery notes, statements and other documentation requested by Lovat's Group Ltd from time to time in relation to the Goods and/or Services, including complete and accurate records of the time spent and materials used in providing the Services, and the costs incurred in doing so, and all risk and health and safety assessments. In particular and without limitation, the Supplier shall provide all the information necessary to enable Lovat's Group Ltd to accept the Goods and/or Services and to verify and monitor the performance of the Services and compliance with the Contract.
- 26.2. If requested by Lovat's Group Ltd from time to time, the Supplier shall provide copies of current insurances, accreditations, licenses, and calibration certificates for measuring instruments used in the provision of the Goods and/or Services.

27. Non-Solicitation

During the term of the Contract and for a period of 6 months thereafter, the Supplier agrees that it will not directly or indirectly approach any customers of Lovat's Group Ltd with whom it has direct contact through the provision of the Services with the intention of providing such Services or similar services directly to that customer (unless authorized by Lovat's Group Ltd).

28. Notices

- 28.1. A written notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).
- 28.2. A written notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; 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.
- 28.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

29. Waiver

Any failure by Lovat's Group Ltd to insist at any time upon the performance of any of the terms, provisions or undertakings of the Supplier contained in the Contract or to exercise any rights thereunder shall not constitute or be construed as a waiver thereof or a relinquishment of Lovat's Group Ltd's rights to require the future performance of any such term, provision or undertaking but the obligation of the Supplier with regard to the same shall continue in full force and effect.

30. Assignment and Sub-Contracting

- 30.1. Lovat's Group Ltd shall be entitled to assign any benefit or advantage of the Contract or any part thereof and shall give notice of any assignment to the Supplier.

30.2. The Supplier shall not:

- 30.2.1. assign, transfer, mortgage, charge any of its rights or obligations under the Contract or any part thereof without the written consent of Lovat's Group Ltd; or
- 30.2.2. sub-contract the provision of the Services or any part thereof nor delegate any obligations, duties, or responsibilities under the Contract, without the prior written consent of Lovat's Group Ltd. For the avoidance of doubt, Lovat's Group Ltd's consent shall not relieve the Supplier from any liability or obligation under the Contract and the Supplier shall be responsible for the defaults, acts or neglect of any sub-contractor or his agents, or employees in all and any respect as if they were the defaults, acts or neglect of the Supplier.

31. General

- 31.1. **No Exclusivity:** The Supplier has no exclusive rights of supply to Lovat's Group Ltd of the type of Goods and/or Services specified in the Contract. There is no guarantee of further work or minimum quantities of purchase of Goods and/or Services to be supplied by the Supplier.
- 31.2. **Entire Agreement:** The Contract constitutes the entire Contract between the parties and supersedes all prior negotiations, representations, and undertakings; whether written or oral, except that this clause shall not exclude liability in respect of any fraudulent misrepresentation.
- 31.3. **Reliance:** The Supplier acknowledges and agrees that they have not relied upon, and they shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in the Contract.
- 31.4. **Variation:** No variation or addition to these Conditions or an Order shall be binding upon Lovat's Group Ltd unless agreed in writing and signed by one of Lovat's Group Ltd's authorized representatives.
- 31.5. **No Agency:** No relationship of agency, joint venture or partnerships will be created or will be deemed to exist between the parties by virtue of the execution or performance of this Contract. Unless this Contract expressly provides otherwise, neither party will have authority to bind the other party without the other party's written consent.
- 31.6. **Severance:** If any provision of these Conditions is held by a competent authority to be invalid illegal or unenforceable in whole or in part, the validity of other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 31.7. **Third Party Rights:** A person who is not party to the Contract has no right under the Contract (Right of Third Parties) Act 1999 to enforce any term of the Contract.
- 31.8. **Law and Jurisdiction:** These Conditions and the Contract shall be governed and construed in accordance with the Laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.

ANNEX 1 - Personal Data Processing Purposes and Details

Description	Details
Subject matter of the Processing	To deliver the Goods and/or Services as provided in the Contract
Duration of the Processing	For the term of the Contract until termination
Nature and purposes of the processing	<p>Processing delivery of Orders and Service Level Agreements for Goods and/or Services and liaising with Lovat's Group Ltd personnel in relation thereto and administration and operation of the Contract.</p> <p>Processing shall include any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction of data (whether by automated means).</p>
Type of personal data	Names, addresses, dates of birth, telephone numbers and contact details
Categories of data subject	Lovat's Group Ltd personnel (including volunteers, agents, and temporary workers), customers/ clients, suppliers and members of the public
Plan for return and destruction of the data once the processing is complete	In accordance with the terms of the Contract until termination unless requirement under union or member state law to preserve that type of data
Data storage	Confirm that data is retained within the EEA or European Union?

