Terms and Conditions of Purchase

1. **Interpretation**

1.1. Definitions. In these Conditions, the following definitions apply:

"Connect" means Connect Health Limited, a company incorporated and registered in England and Wales under company number 02337692 and whose registered office is at The Light Box Quorum Business Park, Benton Lane, Newcastle Upon Tyne, NE12 8EU;

"Connect Materials" has the meaning set out in clause 5.3.9;

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

"Commencement Date" has the meaning set out in clause 2.2;

"Conditions" these terms and conditions as amended from time to time in accordance with clause 18.8;

"Contract" the contract between Connect and the Supplier for the supply of Goods and/or Services in accordance with these Conditions;

"Data Protection Legislation" The UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Legislation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy;

"Deliverables" all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts);

"Goods" the goods (or any part of them) set out in the Order;

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

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

"Order" Connect's order for the supply of Goods and/or Services, as set out in Connect's purchase order form, or in Connect's written acceptance of the Supplier's quotation, or as included with these Conditions, as the case may be;

"Personal Data" has the meaning given in the General Data Protection Regulation (EU) 2016/679);

"Services" the services, including without limitation any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification. The term "Services" shall be taken to include any services, functions and responsibilities (including any incidental services, functions and responsibilities) not expressly specified in this Agreement but which are necessary for or related to the performance and provision of the services detailed in the Order;

"Service Specification" the description or specification for Services agreed in writing by Connect and the Supplier;

"Special Conditions" means those additional or different terms and conditions of performance specified in the Order as "Special Conditions";

"Supplier" the person or firm from whom Connect purchases the Goods and/or Services; and

"UK Data Protection Legislation" Any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation.

1.2. Construction. In these Conditions, the following rules apply :

1.2.1. a "person" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.2.2. a reference to a party includes its successors or permitted assigns;

1.2.3. a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.2.4. any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.2.5. a reference to "writing" or "written" includes e-mails.

2. **Basis of contract**

2.1. The Order constitutes an offer by Connect to purchase Goods and/or Services from the Supplier in accordance with these Conditions.

2.2. The Order shall be deemed to be accepted on the earlier of:

2.2.1. the Supplier issuing written acceptance of the Order; or

2.2.2. any act by the Supplier consistent with fulfilling the Order,

2.3. at which point and on which date the Contract shall come into existence (the "Commencement Date").

2.4. These Conditions, together with any applicable Special Conditions, apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.5. In the event of any inconsistency or conflict between the terms of these Conditions and the Special Conditions, the Special Conditions shall prevail over these Conditions.

2.6. All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

3. **Supply of Goods**

3.1. The Supplier shall ensure that the Goods shall:

3.1.1. correspond with their description and any applicable Goods Specification;

3.1.2. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by Connect, expressly or by implication, and in this respect Connect relies on the Supplier's skill and judgment;

3.1.3. where applicable, be free from defects in design, materials and workmanship and remain so for twelve (12) months after delivery;

3.1.4. comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods; and

3.1.5. have a reasonable shelf life at the point of delivery, where the Goods are perishable.

3.2. The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.

3.3. Connect shall have the right to inspect and test the Goods at any time before delivery.

3.4. If following such inspection or testing Connect considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 3.1, Connect shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

3.5. Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and Connect shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

4. **Delivery of Goods**

4.1. The Supplier shall ensure that:

4.2. the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;

4.3. each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

4.4. if the Supplier requires Connect to return any packaging material for the Goods to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier; and

4.5. the Goods are delivered in a manner which causes the least disruption and/or obstruction to Connect, its staff and customers as is reasonably possible in the circumstances.

4.6. The Supplier shall deliver the Goods:

4.6.1. on the date specified in the Order or, if no such date is specified, then within five (5) Business Days of the date of the Order (and time shall be of the essence);

4.6.2. to Connect's premises as is set out in the Order or as instructed by Connect before delivery (the "Delivery Location");

4.6.3. during Connect's normal hours of business, or as instructed by Connect.

4.7. Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.

4.8. If the Supplier:

4.8.1. delivers less than ninety five per cent (95%) of the quantity of Goods ordered, Connect may reject the Goods; or

4.8.2. delivers more than one hundred and five per cent (105%) of the quantity of Goods ordered, Connect may at its sole discretion reject the Goods or the excess Goods,

4.9. and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and Connect accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.

4.10. The Supplier shall not deliver the Goods in instalments without Connect's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle Connect to the remedies set out in clause 6.1.

4.11. Title and risk in the Goods shall pass to Connect on completion of delivery (or where the Supplier is also providing installation and/or commissioning services in respect of the relevant Goods, on the completion of such installation and/or commissioning services by the Supplier).

5. **Supply of Services**

5.1. The Supplier shall from the Commencement Date and for the duration of this Contract provide the Services to Connect in accordance with the terms of the Contract.

5.2. The Supplier acknowledges that the Services must be performed within the timescales specified in the Order, or if none is specified, within the timescales reasonably specified by Connect thereafter. Time shall be of the essence of the Contract.

5.3. In providing the Services, the Supplier shall:

5.3.1. co-operate with Connect in all matters relating to the Services, and comply with all instructions of Connect;

5.3.2. perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;

5.3.3. use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;

5.3.4. ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by Connect;

5.3.5. provide all equipment, tools and vehicles and such other items as are required to provide the Services;

5.3.6. use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to Connect, will be free from defects in workmanship, installation and design;

5.3.7. obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;

5.3.8. observe all health and safety rules and regulations and any other security requirements that apply at any of Connect's premises;

5.3.9. hold all materials, equipment and tools, drawings, specifications and data supplied by Connect to the Supplier (the "Connect Materials") in safe custody at its own risk, maintain Connect Materials in good condition until returned to Connect, and not dispose or use Connect Materials other than in accordance with Connect's written instructions or authorisation;

5.3.10. not do or omit to do anything which may cause Connect to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that Connect may rely or act on the Services;

5.3.11. leave any Connect premises at which the Services are performed in a clean and tidy state, remove any waste materials, packaging or debris from the site and not attempt to store any equipment, materials or spares at the site after the Supplier's staff have left; and

5.3.12. shall be courteous and polite to all Connect staff and customers, completing the Services with the minimum of disruption at the relevant site and in a professional manner.

6. **Connect remedies**

6.1. If the Supplier fails to deliver the Goods and/or perform the Services by the applicable date, Connect shall, without limiting its other rights or remedies, have one or more of the following rights:

6.1.1. to terminate the Contract with immediate effect by giving written notice to the Supplier;

6.1.2. to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;

6.1.3. to recover from the Supplier any costs incurred by Connect in obtaining substitute goods and/or services from a third party;

6.1.4. where Connect has paid in advance for Services that have not been provided by the Supplier and/or Goods which have not been delivered by the Supplier, to have such sums refunded by the Supplier; and

6.1.5. to claim damages for any additional costs, loss or expenses incurred by Connect which are in any way attributable to the Supplier's failure to meet such dates.

6.2. If the Goods are not delivered by the applicable date, Connect may, at its option, claim or deduct five per cent (5%) of the price of the Goods for each day's delay in delivery by way of price reduction, to reflect the added inconvenience and loss of utility to Connect. The parties agree that the reduction in the charges set out in this clause 6.2 is reasonable and proportionate. The remedy under this clause 6.2 shall be without prejudice to Connect's other rights or remedies.

6.3. If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 3.1, then, without limiting its other rights or remedies, Connect shall have one or more of the following rights, whether or not it has accepted the Goods:

6.3.1. to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;

6.3.2. to terminate the Contract with immediate effect by giving written notice to the Supplier;

6.3.3. to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);

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

6.3.5. to recover from the Supplier any expenditure incurred by Connect in obtaining substitute goods from a third party; and

6.3.6. to claim damages for any additional costs, loss or expenses incurred by Connect arising from the Supplier's failure to supply Goods in accordance with clause 3.1.

6.4. These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.

6.5. Connect's rights under this Contract are in addition to its rights and remedies implied by statute and common law.

7. **Connect's obligations**

Connect shall:

7.1.1. provide the Supplier with reasonable access at reasonable times to Connect's premises for the purpose of providing the Services, provided that the times and dates of performance have as far as reasonably possible been agreed with the duty manager of the relevant Connect premises in advance; and

7.1.2. provide such information as the Supplier may reasonably request for the provision of the Services and Connect considers reasonably necessary for the purpose of providing the Services.

8. **Charges and payment**

8.1. The price for the Goods:

8.1.1. shall be the price set out in the Order, or if no price is quoted, the price agreed between the Supplier and Connect as being generally applicable to the type of Goods ordered (or if neither of the foregoing apply, shall be such price as Connect considers reasonable in the circumstances); and

8.1.2. shall be inclusive of the costs of packaging, insurance and carriage of the Goods, unless otherwise agreed in writing by Connect. No extra charges shall be effective unless agreed in writing and signed by Connect.

8.2. The charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by Connect, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

8.3. In respect of Goods, the Supplier shall invoice Connect on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice Connect on completion of the Services. Each invoice shall include such supporting information required by Connect to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.

8.4. In consideration of the supply of Goods and/or Services by the Supplier, Connect shall pay the invoiced amounts within twenty five (25) Business Days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier.

8.5. All amounts payable by Connect under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to Connect, Connect shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.

8.6. If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 2% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This clause shall not apply to payments that the defaulting party disputes in good faith.

8.7. The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow Connect to inspect such records at all reasonable times on request.

8.8. Connect may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to Connect against any liability of Connect to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract.

9. **Intellectual property rights**

9.1. In respect of the Goods and any goods that are transferred to Connect as part of the Services under this Contract, including without limitation the Deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to Connect, it will have full and unrestricted rights to sell and transfer all such items to Connect.

9.2. The Supplier assigns to Connect, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services, including for the avoidance of doubt the Deliverables.

9.3. The Supplier shall obtain waivers of all moral rights in the products, including for the avoidance of doubt the Deliverables, of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

9.4. The Supplier shall, promptly at Connect's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as Connect may from time to time require for the purpose of securing for Connect the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to Connect in accordance with clause 9.2.

9.5. All Connect Materials are the exclusive property of Connect.

10. **Indemnity**

10.1. The Supplier shall keep Connect indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to 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 incurred by Connect as a result of or in connection with:

10.1.1. any claim made against Connect for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;

10.1.2. any claim made against Connect by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and

10.1.3. any claim made against Connect by a third party arising out of or in connection with the supply of the Goods or the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.

10.2. This clause 10 shall survive termination of the Contract.

11. **Limitation of liability**

11.1. Nothing in these Conditions shall limit or exclude Connect's liability for:

11.1.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

11.1.2. fraud or fraudulent misrepresentation;

11.1.3. any other matter for which liability cannot be properly excluded or limited.

11.2. Subject to clause 11.1:

11.2.1. Connect shall under no circumstances whatever be liable to the Supplier, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, or loss of goods, loss of contract, loss of use, loss of corruption of data or information or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses arising under or in connection with the Contract; and

11.2.2. Connect's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract (including any liability for the acts or omissions of its employees) shall in no circumstances exceed the amount of charges applicable to the Order which gave rise to the liability in question.

11.3. This clause 11 shall survive termination of the Contract.

12. **Insurance**

12.1. During the term of the Contract and for a period of seven (7) years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on Connect's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

13. **Confidentiality**

13.1. The Supplier shall keep in strict confidence all business information, customer information, technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Supplier, its employees, agents or subcontractors, and any other confidential information concerning Connect's business, its products and services which the Supplier may obtain. The Supplier shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the Supplier's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The Supplier may also disclose such of the Connect's confidential information as is required by binding order of a court or enforcement authority of competent jurisdiction, provided always that it first gives Connect reasonable notice of such disclosure and takes into account Connect's comments (if any) on the nature or scope of such disclosure.

14. **Data Protection**

14.1. To the extent that the performance of the Goods and/or Services involves the Supplier processing Personal Data on behalf of Connect, it is agreed that:

14.1.1. Connect is the data controller and the Supplier is the data processor;

14.1.2. the Supplier and Connect will comply with the Data Protection Legislation;

14.1.3. the Supplier shall, in relation to any Personal Data processed in connection with the Contract:

14.1.3.1. process that Personal Data only on written instructions of Connect;

14.1.3.2. keep the Personal Data confidential;

14.1.3.3. comply with Connect's instructions with respect to processing Personal Data;

14.1.3.4. not transfer any Personal Data outside of the European Economic Area without Connect's prior written consent;

14.1.3.5. assist Connect (without additional charge) in responding to any data subject access request and to ensure compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators;

14.1.3.6. notify Connect without undue delay on becoming aware of a Personal Data breach or communication which relates to Connect's or the Supplier's compliance with the Data Protection Legislation;

14.1.3.7. at the written request of Connect, delete or return Personal Data and any copies thereof to Connect on termination of the Contract unless required by the Data Protection Legislation to store the Personal Data;

14.1.3.8. maintain complete and accurate records and information to demonstrate compliance with this clause 14 and allow for audits by Connect or Connect's designated auditor.

14.1.4. The Supplier shall ensure that he has in place appropriate technical or organisational measures, reviewed and approved by Connect, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures. Such measures may include, where appropriate:

14.1.4.1. pseudonymising and encrypting Personal Data.

14.1.4.2. ensuring confidentiality, integrity, availability and resilience of its systems and services

14.1.4.3. ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident

14.1.4.4. regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it.

14.1.5. Connect does not agree to the Supplier appointing any third party processor of Personal Data under the Contract.

14.2. The Supplier shall keep Connect indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to 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 incurred by Connect as a result of or in connection with the breach by the Supplier of this clause 14 or of any infringement or alleged infringement of the Data Protection Legislation.

14.3. This clause 14 shall survive termination of the Contract.

15. **Termination**

15.1. Without limiting its other rights or remedies, Connect may terminate the Contract (and at its option any Services or Goods still due to be supplied under it) without liability to the Supplier by giving the Supplier not less than 10 Business Days' written notice.

15.2. Without limiting its other rights or remedies, Connect may terminate the Contract with immediate effect by giving written notice to the Supplier if:

15.2.1. the Supplier commits a material breach of the terms of the Contract (materiality to be determined solely by Connect and including for this purpose any repeated breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract);

15.2.2. Connect reasonably believes that the financial position of the Supplier is such that its ability to adequately fulfil its obligations under the Contract are in jeopardy; or

15.2.3. Connect reasonably believes that an ongoing association with the Supplier would be harmful or potentially harmful to its goodwill or brand, or the wellbeing of its staff or customers.

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

15.4. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

16. **Consequences of termination**

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

17. **Law and compliance**

17.1. In the course of performing its obligations under the Contract, the Supplier shall at all times comply with applicable laws and regulations and associated guidance. Without limiting the generality of the foregoing, the Supplier shall at all times comply, and procure that its agents, employees, officers and subcontractors shall comply with, Connect's anti-bribery and corruption policy, as updated from time to time. Without prejudice thereto, the Supplier agrees and undertakes to Connect, that in performing its obligations under the Contract, it shall not engage in any activity, practice or conduct which constitutes an offence under the Bribery Act 2010 (or any equivalent legislation in any relevant jurisdiction).

17.2. The Supplier acknowledges that any breach of this clause 17 shall constitute a material breach of the Contract.

18. **General**

18.1. Force Majeure

18.1.1. Connect shall not be deemed to be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such a delay or failure result from an event, circumstances or cause beyond its reasonable control.

18.2. Assignment and other dealings

18.2.1. Connect may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

18.2.2. The Supplier may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of Connect.

18.3. Notices

18.3.1. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, or e-mail (in the case of Connect only where that email is delivered to the account of a statutory director of Connect).

18.3.2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 18.3.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by e-mail, one Business Day after transmission.

18.3.3. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action,

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

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

18.6. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

18.7. A person who is not a party to the Contract shall not have any rights to enforce its terms.

18.8. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by a statutory director of Connect.

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

18.10. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims)