

## 1. DEFINITIONS AND INTERPRETATION In these Conditions:

### 1.1. the following words and expressions have the following meanings:

**"Agreement Personal Data"** means Personal Data which is to be Processed under the Agreement

**"Business Day"** means a day that is not a Saturday, Sunday or public or bank holiday in England and/or Wales;

**"BTG Brand"** means any or all of the brands 'Bettys', 'Taylors of Harrogate' and 'Yorkshire Tea' and any other brands or registered trade marks owned by Bettys and Taylors Group Limited from time to time.

**"Change in Control"** will occur in respect of an entity where: (a) Control of the relevant entity is obtained by any person who did not at the date on which the Contract came into force hold Control of the relevant entity; or (b) a person who has Control of the relevant entity at any time during the term of the Contract ceases to have Control of the relevant entity;

**"Control"** means the power (whether direct or indirect) to control your affairs, whether by means of holding shares, possessing voting power, exercising contractual powers or otherwise;

**"Data Protection Legislation"** means (as applicable) (i) the Data Protection Act 2018; (ii) unless and until the General Data Protection Regulation ((EU) 2016/679) ("GDPR") is no longer directly applicable in the United Kingdom, the GDPR and any national implementing laws, regulations and secondary legislation relating thereto, as amended or updated from time to time; and (iii) any successor and/or supplementary legislation to the Data Protection Act 2018 and/or the GDPR applicable in England and Wales;

**"Data Security Incident"** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Agreement Personal Data transmitted, stored or otherwise Processed;

**"Losses"** means all liabilities (including any tax liability), losses, damages, claims, proceedings, professional fees and legal costs (on an indemnity basis), judgments and costs (including costs of enforcement) and expenses which we incur or suffer directly or indirectly in any way whatsoever, either within or outside of the United Kingdom, including in respect of a claim made against us by our employees, customers or any third party and any costs and expenses in connection therewith;

**"Order"** means our written acceptance of your quotation for the supply of goods and services to us;

**"Personal Data"** means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person

**"Prices"** means the prices for the Goods and/or Services as set out in your quotation or as agreed otherwise by the parties from time to time in writing;

**"Processing"** means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, 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;

**"Relevant Services"** means the services the supplier is engaged to perform.

**"Sub-Processor"** means any third party appointed by the Supplier to Process Agreement

Personal Data

**"you"** means the person named as the supplier in the quotation;

**"we", "our", and "us"** means Bettys & Taylors of Harrogate Ltd, a company registered in England and Wales with registration number 543821;

all headings are for ease of reference only and will not affect the construction or interpretation of these Conditions;

references to any legislation will be construed as references to such legislation as amended, extended, consolidated, re-enacted and/or replaced and in force from time to time;

any words following the words “include”, “includes”, “including”, “in particular” or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them;

where a list of persons or things is followed by a reference to them in general, then the general statement will not be interpreted so as only to apply to the same kind of persons or things specifically listed; and

an obligation on a party to procure or ensure the performance or standing of another person will be construed as a primary obligation of that party.

## **2. CONTRACT FORMATION**

- 2.1. Your quotation constitutes an offer by you to supply the goods set out in the quotation (“Goods”) and/or services set out in the quotation (“Services”) to us on these Conditions, and any applicable British or international standards (including food safety standards and health & safety standards). A contract for the supply of Goods and/or Services by you to us on these Conditions (the “Contract”) will be formed when we accept the quotation by issuing the Order to you. We are under no obligation to accept the quotation.
- 2.2. These Conditions are the only terms and conditions on which we will purchase goods and services from you and will apply to the exclusion of all other terms and conditions including any that you purport to apply under any quotation, acknowledgement, acceptance or confirmation of order, delivery note, invoice or similar document (whether or not such document is referred to in the Contract) and any terms and conditions which may otherwise be implied by trade, custom, practice or course of dealing.
- 2.3. Delivery of the Goods or commencement of performance of the Services will be deemed conclusive evidence of your acceptance of these Conditions.

## **3. DELIVERY AND RISK**

- 3.1. You will deliver the Goods to and perform the Services at the address specified in the quotation on the date(s) specified in the quotation or, if no date(s) is/are specified in the quotation, on the date(s) specified by us to you in writing. You will be responsible for off-loading the Goods from the delivery vehicle. Delivery of the Goods (“Delivery”) will occur when they have been off-loaded at the delivery address.
- 3.2. You will ensure that (i) the Goods are marked in accordance with our instructions and any applicable laws; (ii) the delivery is accompanied by a prominently displayed delivery note which shows the order number, date of order, type and quantity of Goods, code numbers of Goods (if applicable) and any special storage instructions; and (iii) on or before Delivery we are supplied with all operating and safety instructions, clearly displayed warning notices and such other information as may be necessary for the proper use, maintenance and repair of the Goods.
- 3.3. Risk in and ownership of the Goods will pass to us on Delivery.
- 3.4. If you fail to deliver the Goods on or complete performance of the Services by the date specified as the delivery or completion date in accordance with Condition 3.1, without prejudice to any of our other rights or remedies (whether express or implied), we may:
  - 3.4.1. terminate the Contract immediately by giving written notice to that effect to you, in which case:
    - 3.4.1.1. you will refund any monies already paid by us under the Contract in relation to the Goods that have not been delivered; and
    - 3.4.1.2. we will be entitled to recover from you any and all liabilities, losses, damages, costs and expenses incurred by us as a result of your failure to supply Goods and Services, including in obtaining substitute goods and/or services from another supplier; or
  - 3.4.2. require you to pay to us on demand as liquidated damages a sum equal to 2% of the Price of the Goods and/or Services for each week (pro rata for any part week) by which delivery of the Goods or performance of the Services is delayed. The parties agree that the liquidated damages are a genuine negotiated pre-estimate of our loss resulting from delay in delivery of the Goods and/or performance of the Services and will not be regarded as penalty provisions. You waive any right to question or challenge the validity of the obligation to pay the liquidated damages.

#### 4. QUALITY OF GOODS AND SERVICES

- 4.1. The quantity and general description of the Goods and/or the Services will be as set out in the quotation. This Condition 4.1 will operate without prejudice to the Supplier's obligation to ensure that (i) the Goods comply with all manufacturer specifications and all written technical, functional and performance specifications in accordance with Condition 4.3.2 and (ii) the Services fulfil all requirements and specifications in accordance with Condition 4.4.2.
- 4.2. We have the right to inspect and test the Goods at any time prior to Delivery. No inspection or testing under this Condition 4.2 will reduce or otherwise affect your obligations under the Contract. If, following inspection or testing under this Condition 4.2, we give written notice to you that we are not satisfied that the Goods will comply with Condition 4.1, you will take all steps necessary to ensure compliance. Any breach of this obligation by you will be deemed to be a material breach entitling us to terminate the Contract under Condition 9.2.
- 4.3. You will ensure that the Goods will:
  - 4.3.1. be fit for any purpose held out by you or made known to you expressly or by implication and in this respect we rely on your skill and judgement;
  - 4.3.2. conform to all manufacturer specifications and all written technical, functional and performance specifications for the Goods set out in the Contract and/or otherwise notified to you in writing prior to the Contract being formed;
  - 4.3.3. be free from defects in design, materials and workmanship;
  - 4.3.4. comply with all relevant applicable laws and British Standards and the requirements of any relevant statutory and regulatory bodies; and
  - 4.3.5. be so formulated, designed, constructed, finished, packaged and carried as to (i) be safe and without risk to health; (ii) reach their destination in an undamaged condition; and (iii) resist corrosion, leakage, deterioration, temperature fluctuations and contamination.
- 4.4. In performing the Services, you will:
  - 4.4.1. use the degree of skill, care, prudence, supervision, diligence, foresight, quality control and quality management which would be adopted by a leading professional provider of the Services;
    - 4.4.1.1. fulfil all requirements set out in the Contract and all performance specifications (including service levels) otherwise notified to the Supplier in writing prior to the Contract being formed;
    - 4.4.1.2. fully co-operate with our agents, representatives and contractors;
    - 4.4.1.3. comply with all relevant applicable laws, British Standards, requirements of any relevant statutory and regulatory bodies and health and safety and security policies and obey all our lawful and reasonable directions;
    - 4.4.1.4. comply with all our policies and procedures that are relevant to the performance of your obligations and any other on-site regulations (including security rules and safety requirements) notified to you in advance in writing; and
    - 4.4.1.5. comply with the following supplier specific policies:
      - (i) Code of Conduct – Standards for Sustainable Supply <https://www.bettysandtaylor.co.uk/wp-content/uploads/2021/02/Supplier-Code-of-Conduct.pdf>
      - (ii) Ethical Trade and Human Rights Policy <https://www.bettysandtaylor.co.uk/wp-content/uploads/2020/04/Ethical-Trade-and-Human-Rights-Policy.pdf>
- 4.5. Without prejudice to any of our other rights or remedies (whether express or implied), if any Goods do not conform with any of the terms of Condition 4.1 or Condition 4.3, or any Services do not conform with any of the terms of Condition 4.4, we may (whether or not the Goods have been accepted):
  - 4.5.1. terminate the Contract immediately by giving written notice to that effect to you; or
  - 4.5.2. require you, at our option, (i) to promptly repair or replace the relevant Goods and/or re-perform the Services in each case free of charge or (ii) to refund the Price for the relevant Goods and/or Services;

and, in either case, we will be entitled to recover from you any and all Losses incurred by us as a result of the non-conformity of the Goods and/or Services, including in obtaining substitute goods or services from another supplier.

- 4.5.3. Condition 4.5 will apply to any repaired or replacement Goods or re-performed Services supplied under Condition 4.5.2.

## **5. ACCESS & AUDIT**

- 5.1. You will upon reasonable prior written notice during normal business hours (i) permit us and our representatives to enter upon your premises, (ii) procure permission for such persons to enter upon any relevant third party premises connected with the supply of the Goods and Services, and (iii) will provide us with all facilities reasonably required for the purposes of:
- 5.1.1. inspecting and testing the Goods in accordance with Condition 4.2;
  - 5.1.2. auditing the manner and performance of your obligations under the Contract; and/or
  - 5.1.3. taking possession of any Goods and/or materials for which we have paid but not taken Delivery.
  - 5.1.4. speaking with members of your workforce to assure ourselves of your compliance with our Code of Conduct – Standards for Sustainable Supply; our Ethical Trade and Human Rights Policy; and modern slavery and anti-bribery legislation.

## **6. INTELLECTUAL PROPERTY**

- 6.1. Subject to Condition 6.2 and save when expressly agreed to the contrary from time to time, no party will receive any rights in respect of the intellectual property rights of another party in any software, documentation, data or other materials.
- 6.2. Any intellectual property rights (including copyright of images still or moving) which come into existence as a result of your performance of your obligations under the Contract will be our property and you will do all things necessary to ensure that title to such rights is properly and promptly vested in us.
- 6.3. If any person claims that the possession and/or use and/or sale of the Goods or Services by us and/or our customers, officers, employees, agents or sub-contractors infringes the intellectual property rights of that or any other person (“IPR Claim”), you will indemnify us, our customers, officers, employees, agents and sub-contractors in full and on demand from and against Losses which we, our customers, officers, employees, agents or sub-contractors incur or suffer directly or indirectly in any way whatsoever as a result of or in connection with that IPR Claim (including the defence and any settlement of such claim).

## **7. PRICE AND PAYMENT**

- 7.1. Subject to you performing your obligations in accordance with the terms of the Contract, we will pay the Prices to you in accordance with this Condition 7.
- 7.2. The only monies to be paid by us in connection with the supply of the Goods and the performance of the Services are the Prices which will be inclusive of all costs and expenses incurred by you including all packaging, insurance, carriage and delivery costs and all travel, accommodation and subsistence expenses.
- 7.3. Any sum payable under the Contract is exclusive of VAT.
- 7.4. You will invoice us for the Prices for the Goods following Delivery and for the Services following completion of performance of the Services.
- 7.5. Subject to Conditions 7.6, 7.7, 7.9 and 7.10, each invoice will be payable by us by the last day of the month following the date on which the invoice is received by us at the address specified by us in writing.
- 7.6. Where a PO number is given to you, it must be quoted on any delivery documentation and relevant invoice. Failure to provide a PO number may result in delays in payment to you for which we will not be liable.
- 7.7. No payment made by us will constitute acceptance or approval by us of the Goods or Services or otherwise prejudice any rights or remedies which we may have against you including the right to recover any amount overpaid or wrongfully paid to you.

- 7.8. If we, on bona fide grounds, dispute any part of an amount invoiced by you (a "Disputed Sum"), we will be entitled to withhold payment of the Disputed Sum until the dispute is settled.
- 7.9. If any sum payable under the Contract is not paid on or before the due date for payment you will be entitled to charge us interest on that sum at 2% per annum above the base lending rate from time to time of the Bank of England from the due date until the date of payment (whether before or after judgment), such interest to accrue on a daily basis. Such interest will not be chargeable on any Disputed Sum unless and until payment of that sum is due in accordance with settlement of the dispute (rather than from the date on which payment of the original invoice which included that sum was originally due).
- 7.10. We will be entitled to set-off any liability which you have to us against any liability which we have to you, whether such liability is present or future, liquidated or unliquidated, under the Contract or any other contract between the parties or other cause of action.
- 7.11. Our maximum aggregate liability arising out of or in connection with the Contract, whether in contract, tort, misrepresentation, restitution, under statute or otherwise in each case howsoever caused including if caused by negligence will be limited to a sum equal to the aggregate total Prices payable under the Contract. Nothing in the Contract will operate to exclude or restrict our liability (if any) to you for our fraud or death or personal injury resulting from our negligence or for any other matter for which it is not permitted by law to limit or exclude, or attempt to limit or exclude, our liability.

## **8. ANTI-CORRUPTION AND MODERN SLAVERY**

- 8.1. You shall, and shall procure that your officers, employees, agents and any other persons who perform services for or on your behalf shall:
  - 8.1.1. not do or omit to do any act or thing which constitutes or may constitute an offence under any or all statutes, statutory instruments, bye-laws, orders, directives, treaties, decrees and laws (including any common law, judgment, demand, order or decision of any court, regulator or tribunal) which relate to anti-bribery and/or anti-corruption, including the Bribery Act 2010 (the "Anti-Bribery Laws");
  - 8.1.2. keep accurate and up to date records showing all payments made and received and all other advantages given and received in connection with the Contract and the steps taken to comply with this Condition 8.1, and permit us to inspect those records as reasonably required; and
  - 8.1.3. not do or omit to do any act or thing which causes or may cause us to be in breach of and/or to commit an offence under any Anti-Bribery Laws.
- 8.2. During the term of the Contract, you shall: comply with all anti-slavery and human trafficking laws, statutes and regulations from time to time in force including the Modern Slavery Act 2015; and have and maintain throughout the term of the Contract your own policies and procedures to ensure your compliance with such laws, statutes and regulations.
- 8.3. We may terminate the Contract immediately by giving written notice to that effect to you if you are in breach of Condition 8.1 and/or Condition 8.2.
- 8.4. You will indemnify us from and against all Losses as a result of any breach of any of your obligations under Condition 8.1 and/or Condition 8.2 including the costs of procuring the Goods and Services from a person other than you. This indemnity will not operate to indemnify us to the extent of our criminal liability.

## **9. TERMINATION**

- 9.1. We may terminate the Contract at any time by giving you at least one month of written notice, in which circumstances our sole liability will be to pay to you fair and reasonable compensation for work-in-progress at the time of cancellation but such compensation will not include loss of profits (whether direct or indirect and whether actual or anticipated) or any indirect or consequential loss.
- 9.2. Without limiting our other rights or remedies, we may terminate the Contract with immediate effect by giving you written notice:
  - 9.2.1. if you commit a material breach of any term of the Contract and (if such breach is remediable) fail to remedy that breach within 14 days of a written notice from us setting out the breach and requiring it to be remedied; or

- 9.2.2. if you repeatedly breach any term(s) of the Contract (including minor terms) in such a manner as to reasonably justify the opinion that your conduct is inconsistent with you having the intention or ability to give effect to the terms of the Contract; or
  - 9.2.3. if you, or we reasonably believe that you, (i) have a receiver, administrator or provisional liquidator appointed; (ii) are subject to a notice of intention to appoint an administrator; (iii) pass a resolution for your winding-up (save for the purpose of a solvent restructuring previously approved in writing by us); (iv) have a winding up order made by a court in respect of you; (v) enter into any composition or arrangement with creditors (other than relating to a solvent restructuring previously approved in writing by us); (vi) cease to carry on business; or (vii) have any steps or actions taken in connection with any of these procedures; and you will notify us immediately upon the occurrence of any such event or circumstance; or
  - 9.2.4. if at any time we reasonably consider that your use of the BTG Brand, or our association with you, is likely to adversely affect us and/or the BTG Brand, or bring us and/or the BTG Brand into disrepute; or
  - 9.2.6. if you breach Condition 4.4.1.5 or Condition 8; or
  - 9.2.5. if you are the subject of a Change in Control without our prior written consent.
- 9.3. Following expiry or termination of the Contract any Conditions which expressly or impliedly continue to have effect after expiry or termination of the Contract will continue in force.
- 9.4. Within 30 days after the date of expiry or termination of the Contract each party will, subject to the exception set out in Condition 9.5, (i) return to the other party all Confidential Information (including all copies and extracts) of the other party in its possession or control; and (ii) cease to use the Confidential Information of the other party.
- 9.5. Each party may retain any Confidential Information of the other party which it has to keep to comply with any applicable law. Condition 10 will continue to apply to retained Confidential Information.

## **10. CONFIDENTIALITY**

- 10.1. "Confidential Information" means any information (whether written, oral, in electronic form or in any other media) that (i) is disclosed by or on behalf of a party (the "Discloser") to the other party (the "Recipient") in connection with the Contract and that relates (in whole or in part) to the Discloser or its business; and/or (ii) relates to the existence or terms of the Contract; but excluding any information that falls within the exclusions set out in Condition 10.4.
- 10.2. The Recipient will keep the Confidential Information secret, safe and secure and will only disclose it in the manner and to the extent expressly permitted by the Contract; and use the Confidential Information only to the extent necessary for the performance of its obligations under the Contract.
- 10.3. Each party will ensure that its officers, employees and any permitted sub-contractors comply with the provisions of Condition 10.2.
- 10.4. The Recipient's obligations under this Condition 10 will not extend to Confidential Information which the Recipient can prove:
- 10.4.1. was already in the Recipient's possession prior to disclosure by or on behalf of the Discloser;
  - 10.4.2. has been received from a third party who did not acquire it in confidence and who is free to make it available to the Recipient without limitation; or
  - 10.4.3. at the time of disclosure was in the public domain or subsequently enters into the public domain without default of the Recipient.
- 10.5. The Recipient acknowledges and agrees that damages alone would not be an adequate remedy for breach of this Condition 10 by the Recipient. Accordingly, the Discloser will be entitled, without having to prove special damages, to equitable relief (including injunction and specific performance) for any breach or threatened breach of this Condition 10 by the Recipient.

## **11. DATA PROTECTION**

- 11.1. You will comply with all applicable requirements of the Data Protection Legislation. This Condition 11 is in addition to, and does not relieve, remove or replace your obligations under the Data Protection Legislation. For the purposes of

this Condition 11 the terms “Data Controller”, “Data Processor”, “Data Subject” and “Personal Data” have the meanings ascribed to them in the Data Protection Legislation.

11.2. The Contract sets out the scope, nature and purpose of any processing by you of any Personal Data, the duration of the processing and the types of Personal Data and categories of Data Subject. You acknowledge that for the purposes of the Data Protection Legislation, we are the Data Controller and you are the Data Processor.

11.3. Without prejudice to the generality of Condition 11.1, you shall, in relation to any Personal Data processed in connection with the performance by you of your obligations under the Contract:

- 11.3.1. process that Personal Data only on our written instructions unless you are required by the laws of any member of the European Union or by the laws of the European Union applicable to you to process Personal Data (“Applicable Laws”). Where you are relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, you shall promptly notify us of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit you from so notifying us;
- 11.3.2. ensure that you have in place appropriate technical and organisational measures, reviewed and approved by us, 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;
- 11.3.3. ensure that all your personnel who have access to and/or process Personal Data; (i) are obliged to keep the Personal Data confidential; (ii) have committed themselves to an obligation of confidentiality; (iii) are appropriately reliable, qualified and trained;
- 11.3.4. not transfer any Personal Data outside of the European Economic Area unless you have obtained our prior written consent;
- 11.3.5. not appoint any sub-processor without our prior written consent.
- 11.3.6. In the event that a Sub-Processor is appointed pursuant to 11.3.5, ensure there is a written contract in place that specifies the Sub-Processor’s processing activities and imposes on the Sub-Processor; (i) the same data protection obligations as those imposed on you where the Sub-Processor is carrying out specific processing activities on behalf of us; and (ii) equivalent and no less onerous data protection obligations as those imposed on you. For the avoidance of doubt, You shall remain liable for the acts of any Sub-Processor as if the acts were Your own.
- 11.3.7. At our option, you shall securely delete or return to us or transfer to any replacement supplier or other third party nominated by us in writing all Agreement Personal Data promptly after the end of the provision of Relevant Services relating to Processing or at any time upon request, and securely delete any remaining copies and promptly certify (via a director) when this exercise has been completed.
- 11.3.8. implement, and assist us and the other members of our Group to implement, technical and organisational measures to ensure a level of security appropriate to the risk presented by Processing the Agreement Personal Data, in particular from a Data Security Incident;
- 11.3.9. Assist us in responding (in any event, within 72 hours) to any request from a Data Subject and assist us in responding to requests for exercising Data Subject’s rights.
- 11.3.10. notify us without undue delay, and in any event within 48 hours, after becoming aware of a reasonably suspected, “near miss” or actual Data Security Incident, including the nature of the Data Security Incident, the categories and approximate number of Data Subjects and Agreement Personal Data records concerned, the likely consequences of the Data Security Incident and any measure proposed to be taken to address the Data Security Incident and to mitigate its possible adverse effects.
- 11.3.11. not, without our prior written consent, make or permit any announcement in respect of a Data Security Incident or respond to any request for exercise of a Data Subject’s rights under the Data Protection Laws or communication or complaint from a Data Subject or Supervisory Authority in connection with Agreement Personal Data; and

11.3.12. maintain complete and accurate records of all processing activity to demonstrate your compliance with this Condition 11 and allow for audits by us or our designated auditor.

11.3.13. Any breach of this Clause 11 by the Supplier or any Sub-Processor will be a material breach of the Agreement which is not capable of being remedied, irrespective of whether any financial loss or reputational damage arises, and irrespective of the level of any financial loss or deprivation of benefit arising, as a consequence of such breach.

## **12. INSURANCE**

12.1. During the term of the Contract, you shall maintain in force, at your own cost, with a reputable insurance company, professional liability 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 our 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. GENERAL**

13.1. Any notice to be given by either party to the other may be served by post to the other party's registered address or such other address as such party may from time to time have communicated to the other in writing, or by email to such email address as the other party may from time to time have communicated to it in writing for such purpose. If sent by post, such notice shall be deemed to be received by the other party at 9:00am on the third Business Day after the date of posting, or, if sent by email, such notice shall be deemed to be received by the other party at 9.00am on the next Business Day after transmission.

13.2. The Contract contains all the terms which we have agreed in relation to the subject matter of the Contract and supersedes any prior written or oral agreements, representations or understandings between the parties.

13.3. No failure or delay by us to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

13.4. If any term of the Contract is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from the Contract and this will not affect the remainder of the Contract which will continue in full force and effect.

13.5. No variation to the Contract will be effective unless it is in writing and signed by a duly authorised representative on behalf of each of the parties. The rights of the parties to vary the Contract are not subject to the consent of any other person.

13.6. Neither party has, nor may it represent that it has, any authority to act or make any commitments on the other party's behalf.

13.7. Our customers, officers, employees, agents and sub-contractors will be entitled to enforce Condition 6 subject to and in accordance with the Contracts (Rights of Third Parties) Act 1999 and the terms of the Contract. The parties may vary or rescind the Contract without the consent of our customers, officers, employees, agents and sub-contractors. Save as provided in this Condition 13.8, the parties do not intend that any term of the Contract will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person.

13.8. Bettys & Taylors Group Ltd (Company number 00500829) shall be entitled to enforce the terms of this Contract, subject to and in accordance with the Contracts (Rights of Third Parties) Act 1999.

13.9. Our rights and remedies set out in these Conditions are in addition to and not exclusive of any rights and remedies provided by law.

13.9. You will not be entitled to assign, transfer, charge, hold on trust for any person or deal in any other manner with any of your rights under the Contract or to sub-contract any of your obligations under the Contract without our prior written consent.

13.10 You shall indemnify us against any Losses suffered or incurred by reason of any proceedings, claims or demands by any third party (including HM Revenue and Customs and any successor, equivalent or related body) pursuant to the IR35 Legislation, ITEPA or the NICs Legislation and/or any supporting or consequential secondary legislation relating thereto.

13.11. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law and is subject to the exclusive jurisdiction of the courts of England. Either



party may seek specific performance, interim or final injunctive relief or any other relief of similar nature or effect in any court of competent jurisdiction.