Terms and Conditions for the Purchase of Goods and Services

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1 Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Agreed Purposes: To enable KDC to comply with its contractual and regulatory obligations in relation to the vetting of the Supplier's personnel including without limitation where required by the Main Contract, and to enable the Supplier to carry out the Services.

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

Client: means a client of KDC which is directly or indirectly benefiting from the provision of the Goods and/or Services;

Commencement Date: has the meaning given in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 0.

Contract: the contract between KDC and the Supplier for the supply of Goods and/or Services in accordance with these Conditions.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **Change of Control** shall be construed accordingly.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures: as set out in the UK Data Protection Legislation in force at the time.

Data Discloser: a party that discloses Shared Personal Data to the other party.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

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 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 KDC and the Supplier.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the

right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), 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.

KDC: the KDC Entity who purchases the Goods and/or Services from the Supplier.

KDC Entity: **KDC Projects Limited** registered in England and Wales with company number 07494487 or **KDC Engineering Limited** registered in England and Wales with Company Number 11888254 or **KDC Technology Limited** registered in England and Wales with Company number 08650965.

KDC Materials: has the meaning set out in clause 5.3.10.

Main Contract: means, where applicable, the contract between KDC and the Client pursuant to which KDC has been engaged to provide goods and/or services to the Client and which all or part of such goods and/or services are being procured by KDC from the Supplier pursuant to the Contract.

Mandatory Policies: KDC's (and where applicable the Client's) business policies, codes and quality standards as notified to the Supplier by KDC from time to time.

Permitted Recipients: the parties to the Contract, the employees of each party, any third parties engaged to perform obligations in connection with the Contract, and any Clients as applicable.

Order: KDC's order for the supply of Goods and/or Services, as set out in KDC's purchase order form or in KDC's written acceptance of the Supplier's quotation.

Relevant Premises: the premises of KDC or a Client, as applicable.

Shared Personal Data: the personal data to be shared between the parties under clause 10 of these Conditions. Shared Personal Data shall be confined to the following categories of information relevant to of the individuals employed or engaged by the Supplier to carry out the Services:

- Full Name
- Full Address
- Home and Mobile Numbers
- Email Address
- Date and Place of Birth
- Nationality and Immigration Status
- Former/Dual Nationality

- Gender
- National Insurance Number
- Marital Status
- Address History for last 5 years
- Emergency Contact Details
- Employment History for last 3 years and references
- Current Security Clearance Held
- Criminal Record Information
- Health Information
- Passport and Proof of Address.

Services: the services, including any Deliverables, to be provided by the Supplier under the Contract as set out in the Statement of Work.

Statement of Work: the description or specification for Services agreed in writing by KDC and the Supplier.

Supplier: the person or firm from whom KDC purchases the Goods and/or Services.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive (2002/58/EC) (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Vulnerability: a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability, and the term **Vulnerabilities** shall be construed accordingly.

1.2 Interpretation:

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 and permitted assigns.

1.2.3 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

1.2.4 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.2.5 A reference to **writing** or **written** includes fax and email.

2 Basis of Contract

2.1 The Order constitutes an offer by KDC 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,

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

2.3 These 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.

2.4 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 KDC, expressly or by implication, and in this respect KDC relies on the Supplier's skill and judgement;

3.1.3 where they are manufactured products, be free from defects in design, materials and workmanship and remain so for 24 months after delivery; and

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

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 KDC may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.

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

3.5 KDC may 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:

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

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

4.1.3 it states clearly on the delivery note any requirement for KDC to return any packaging material for the Goods to the Supplier. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.

4.2 The Supplier shall deliver the Goods:

4.2.1 on the date specified in the Order or, if no such date is specified, then within 5 days of the date of the Order;

4.2.2 to the location as is set out in the Order or as instructed by KDC before delivery (**Delivery Location**); and

4.2.3 during KDC's normal hours of business on a Business Day, or as instructed by KDC.

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

4.4 If the Supplier:

4.4.1 delivers less than 95% of the quantity of Goods ordered, KDC may reject the Goods; or

4.4.2 delivers more than 105% of the quantity of Goods ordered, KDC may at its sole discretion reject the Goods or the excess Goods,

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

4.5 The Supplier shall not deliver the Goods in instalments without KDC'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 KDC to the remedies set out in clause 6.1.

4.6 Title and risk in the Goods shall pass to KDC on completion of delivery.

5 Supply of Services

5.1 The Supplier shall from the date set out in the Order and for the duration of the Contract supply the Services to KDC in accordance with the terms of the Contract.

5.2 The Supplier shall meet any performance dates for the Services specified in the Statement of Work that KDC notifies to the Supplier and time is of the essence in relation to any of those performance dates.

5.3 In providing the Services, the Supplier shall:

5.3.1 co-operate with KDC in all matters relating to the Services, and comply with all instructions of KDC and/or the Client as appropriate;

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 the Contract;

5.3.4 ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Statement of Work, and that the Deliverables shall be fit for any purpose that KDC expressly or impliedly makes known to the Supplier;

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 KDC, will be free from defects in workmanship, installation and design;

5.3.7 obtain and at all times maintain all licences and consents which may be required for the provision of the Services;

5.3.8 comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply to the provision of the Services, and with the Mandatory Policies;

5.3.9 observe all health and safety rules and regulations and any other security requirements that apply at any of the Relevant Premises;

5.3.10 hold all materials, equipment and tools, drawings, specifications and data supplied by KDC to the Supplier (whether owned by KDC, its Clients or other third party) (**KDC Materials**) in safe custody at its own risk, maintain KDC Materials in good condition until returned to KDC, and not dispose or use KDC Materials other than in accordance with KDC's written instructions or authorisation;

5.3.11 not do or omit to do anything which may cause KDC or a Client to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its

business, and the Supplier acknowledges that KDC or a Client may rely or act on the Services; and

5.3.12 comply with any additional obligations as set out in the Statement of Work.

5.4 The Supplier warrants that:

5.4.1 it has all necessary rights, entitlements and consents to provide the Services and Deliverables (and any media on which they are provided); and

5.4.2 the Deliverables (and any media on which they are provided) are free from Vulnerabilities, viruses and other malicious code.

6 KDC Remedies

6.1 If the Supplier fails to deliver the Goods and/or perform the Services by the applicable date, KDC shall, without limiting or affecting other rights or remedies available to it, 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 KDC in obtaining substitute goods and/or services from a third party;

6.1.4 to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided and/or Goods that it has not delivered; and

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

6.2 If the Goods are not delivered and/or the Services are not performed by the applicable date, KDC may, at its option, claim or deduct 5% of the price of the Goods and/or Services (as applicable) for each week's delay in delivery or performance (as the case may be) by way of liquidated damages, up to a maximum of 20% of the total price of the Goods and/or the Services (as applicable). If KDC exercises its rights under this clause 6.2 it shall not be entitled to any of the remedies set out in clause 6.1 in respect of the Goods' late delivery or the late performance of the Services.

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

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

6.3.2 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;

6.3.3 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 KDC in obtaining substitute goods from a third party; and

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

6.4 If the Supplier has delivered Services that do not comply with the undertakings set out in clauses 5.1 to 5.4 inclusive, then, without limiting or affecting other rights or remedies available to it, KDC shall have one or more of the following rights:

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

6.4.2 to require the Supplier to re-perform the Services, or to provide a full refund of the price of the Services (if paid);

6.4.3 to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;

6.4.4 to recover from the Supplier any expenditure incurred by KDC in obtaining substitute services from a third party; and

6.4.5 to claim damages for any additional costs, loss or expenses incurred by KDC arising from the Supplier's failure to perform the Services in accordance with clauses 5.1 to 5.4 inclusive.

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

6.6 KDC's rights under the Contract are in addition to its rights and remedies implied by statute and common law.

7 KDC's Obligations

7.1 KDC shall:

7.1.1 provide the Supplier with reasonable access at reasonable times to the Relevant Premises for the purpose of providing the Services;

7.1.2 provide such necessary information for the provision of the Services as the Supplier may reasonably request.

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 set out in the Supplier's published price list in force at the Commencement Date; and

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

8.2 The charges for the Services shall be set out in the Statement of Work, 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 KDC, 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 the Goods, the Supplier shall invoice KDC on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice KDC on completion of the Services unless otherwise agreed in the Statement of Work. Each invoice shall include such supporting information required by KDC 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, KDC shall pay the invoiced amounts on the later of:

8.4.1 5 Business Days after the date KDC has actually been paid in full by its Client under the Main Contract; or

8.4.2 within 60 days of the date of a correctly rendered invoice,

in either case to a bank account nominated in writing by the Supplier.

8.5 All amounts payable by KDC 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 KDC, KDC 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 KDC disputes a payment in good faith, then the interest payable under clause 8.5 is only payable after the dispute is resolved, on sums found or agreed to be due from the date the dispute is resolved until payment.

8.7 If KDC fails to make a payment due to the Supplier under the Contract by the due date, then KDC shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 8.7 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

8.8 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services and the Supplier shall allow KDC (or its professional advisers) to access the Supplier's premises, personnel systems and relevant records to verify the Supplier's compliance with the terms of the Contract. KDC and its professional advisers shall have the right to take copies of any records which they reasonably require and remove such copies and the Supplier shall provide the necessary facilities to assist in copying free of charge.

8.9 KDC may at any time, without notice to the Supplier, set off any liability of the Supplier to KDC against any liability of KDC to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. If the liabilities to be set off are expressed in different currencies, KDC may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by KDC of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

9 Intellectual Property Rights

9.1 Save to the extent specifically agreed between the parties in the Statement of Work, all Intellectual Property Rights in the Deliverables shall be owned by KDC.

9.2 KDC grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy any materials provided by KDC to the Supplier for the term of the Contract for the purpose of providing the Services to KDC.

9.3 All KDC Materials are the exclusive property of KDC (or its Client as the case may be).

10 Data Protection

10.1 This clause sets out the framework for the sharing of personal data between the parties as controllers. Each party acknowledges that one party (referred to in this clause as the **Data Discloser**) will regularly disclose to the other party Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

10.2 Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate the Contract with immediate effect.

10.3 Each party shall:

10.3.1 ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;

10.3.2 give full information to any data subject whose personal data may be processed under the Contract of the nature such processing. This includes giving notice that, on the termination of the Contract, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;

10.3.3 process the Shared Personal Data only for the Agreed Purposes;

10.3.4 not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;

10.3.5 ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by the Contract;

10.3.6 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;

10.3.7 not transfer any personal data received from the Data Discloser outside the EEA unless the transferor:

(a) complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and

(b) ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the GDPR; or (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) Binding corporate rules are in place or (iv) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.

10.4 Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

10.4.1 consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;

10.4.2 promptly inform the other party about the receipt of any data subject access request;

10.4.3 provide the other party with reasonable assistance in complying with any data subject access request;

10.4.4 not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;

10.4.5 assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators;

10.4.6 notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;

10.4.7 at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of the Contract unless required by law to store the personal data.

11 Indemnity

11.1 The Supplier shall indemnify KDC and its Client 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 reasonable professional costs and expenses) suffered or incurred by KDC and/or its Client arising out of or in connection with:

11.1.1 any claim made against KDC and/or its Client 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 and Deliverables (excluding KDC Materials);

11.1.2 any claim made against KDC and/or its Client by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered, or the Deliverables; and

11.1.3 any claim made against KDC and/or its Client by a third party arising out of or in connection with the supply of the Goods, as delivered, or the Services.

11.2 This clause 11 shall survive termination of the Contract.

12 Insurance

12.1 During the term of the Contract and for a period of two years thereafter, the Supplier shall maintain in force, with a reputable insurance company, the following insurances:

12.1.1 professional indemnity insurance at an amount of not less than £1,000,000;

12.1.2 product liability insurance at an amount of not less than £10,000,000;

12.1.3 public liability insurance at an amount of not less than £10,000,000, and

12.1.4 employers liability insurance at an amount of not less than £10,000,000,

in each case to cover the liabilities that may arise under or in connection with the Contract, and shall, on KDC'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 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 13.2.

13.2 Each party may disclose the other party's confidential information:

13.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information must comply with this clause 13; and

13.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

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

14 Termination

14.1 Without affecting any other right or remedy available to it, KDC may terminate the Contract:

14.1.1 with immediate effect by giving written notice to the Supplier if:

(a) there is a Change of Control of the Supplier; or

(b) the Supplier's financial position deteriorates to such an extent that in KDC's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or

(c) the Supplier commits a breach of clause 5.3.8; or

14.1.2 for convenience by giving the Supplier three (3) months' written notice.

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

14.2.1 the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

14.2.2 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, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or

14.2.3 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.

15 Consequences of Termination

15.1 On termination of the Contract, the Supplier shall immediately deliver to KDC all Deliverables whether or not then complete, and return all KDC Materials. If the Supplier fails to do so, then

KDC 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 the Contract.

15.2 Termination or expiry of the Contract shall not affect the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

15.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

16 Force Majeure

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure results from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for four (4) weeks, the party not affected may terminate the Contract by giving 14 days' written notice to the affected party

17 Assignment and Other Dealings.

17.1 KDC may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Contract.

17.2 The Supplier shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of KDC.

18 Anti-Bribery and Anti-Corruption

18.1 The Supplier shall:

18.1.1 comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including the Bribery Act 2010 (**Relevant Requirements**);

18.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

18.1.3 have and shall maintain in place throughout the term of this agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate;

18.1.4 notify KDC (in writing) if it becomes aware of any breach of clause 18.1.1 or has reason to believe that it or any person associated with it has received a request or demand for any undue financial or other advantage in connection with the performance of the Contract.

18.2 The Supplier shall ensure that any person associated with the Supplier who is performing Services in connection with the Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 18 (**Relevant Terms**). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to KDC for any breach by such persons of any of the Relevant Terms.

19 Notices

19.1 Any notice 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).

19.2 A 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. In this clause 19.2, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

19.3 This clause 19 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.

20 Severance

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 20 shall not affect the validity and enforceability of the rest of the Contract.

21 Waiver

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

22 No Partnership or Agency

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

23 Entire Agreement

The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

24 Third Party Rights

24.1 Save in respect of provisions herein which expressly benefit a Client, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

24.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

25 Variation

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 the parties or their authorised representatives.

26 Governing law and Jurisdiction

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

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