

TERMS OF SUPPLY OF SERVICE

BRADFORD CHAMBER OF COMMERCE & INDUSTRY (COMPANY NUMBER 00054940)

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in these terms and conditions (**Conditions**).

Contract: the Supplier's quotation for Services and the Customer's and Sponsor's (if applicable) subsequent acceptance of it under condition 2.2.

Customer: the person, firm or company who purchases and/or requests the Services from the Supplier.

Customer's Equipment: any equipment, systems, cabling or facilities provided by the Customer and used directly or indirectly in the supply of the Services.

Customer Manager: the person nominated by the Customer to be the point of contact for the Supplier in respect of the Services, appointed in accordance with condition 4.1.1.

Deliverables: all Documents, products and materials developed by the Supplier in any form including, but not limited to, computer programs, data, reports, specifications (including drafts).

Document: includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

In-put Material: all Documents, information and materials provided by the Customer relating to the Services including, but not limited to, computer programs, data, reports, specifications.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Pre-existing Materials: all Documents, information and materials provided by the Supplier relating to the Services which existed prior to the commencement of the Contract including, but not limited to, computer programs, data, reports, specifications.

Services: any services which the Supplier provides or agrees to provide to the Customer.

Sponsor: A person, firm or company approved by the Supplier to pay the Customer's fees in respect of the Services.

Subsidiary: in relation to a company wherever incorporated (a holding company) means a "subsidiary" as defined in section 736 of the Companies Act 1985 and any other company which is a subsidiary (as so defined) of a company which is itself a subsidiary of such holding company. Unless the context otherwise requires the application of the definition of Subsidiary to any company at any time will apply to the company as it is at that time.

Supplier: Bradford Chamber of Commerce & Industry, Devere House, Vicar Lane, Little Germany, Bradford, West Yorkshire BD1 5AH (Company Number 00054940) and any Subsidiary.

Supplier's Equipment: any equipment, including tools, systems, cabling or facilities, provided by the Supplier or its subcontractors and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the parties under which title passes to the Customer.

VAT: value added tax chargeable under English law for the time being and any similar additional tax.

- 1.2 Condition and paragraph headings shall not affect the interpretation of these conditions.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 Words in the singular shall include the plural and vice versa.
- 1.5 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.6 A reference to writing or written includes faxes but not e-mail.
- 1.7 Where the words include(s), including or in particular are used in these terms and conditions, they are deemed to have the words without limitation following them and where the context permits, the words other and otherwise are illustrative and shall not limit the sense of the words preceding them.
- 1.8 Any obligation in the conditions on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.
- 1.9 References to conditions are to the conditions of this agreement.

2. **APPLICATION OF CONDITIONS**

- 2.1 These Conditions shall:
 - 2.1.1 apply to and be incorporated into the Contract;
 - 2.1.2 prevail over any inconsistent terms or conditions contained, or referred to, in the Customer's purchase order, confirmation of order, acceptance of a quotation or specification, or implied by law, trade custom, practice or course of dealing; and
 - 2.1.3 be modified to the extent that the Contract conflicts with any of the Conditions contained herein.

- 2.2 The Supplier's quotation or price list (if applicable) for the Services constitutes an offer by the Supplier to supply the Services specified in them on these Conditions (subject to condition 2.1.3). No offer placed by the Supplier shall be accepted by the Customer other than by the Customer issuing a written and executed purchase order or acceptance of the quotation or price from the price list for the Services, at which point a contract for the supply and purchase of those Services on these Conditions will be established. The Customer's standard terms and conditions (if any) attached to, enclosed with or referred to in any quotation, specification or other Document shall not govern the Contract.
- 2.3 Quotations are given by the Supplier on the basis that no Contract shall come into existence except in accordance with condition 2.2. Any quotation is valid for a period of 30 days from its date, provided that the Supplier has not previously withdrawn it.

3. **COMMENCEMENT AND DURATION**

- 3.1 The Services supplied under the Contract shall be provided by the Supplier to the Customer from the date of acceptance by the Supplier of the Customer's offer in accordance with condition 2.2.
- 3.2 Subject to condition 11, the Services supplied under the Contract shall continue to be supplied until the Service supplied by the Supplier is delivered or is terminated by one of the parties giving to the other one month's written notice or as otherwise agreed to in writing by the Supplier.

4. **CUSTOMER'S OBLIGATIONS**

The Customer shall:

- 4.1.1 co-operate with the Supplier in all matters relating to the Services and appoint a Customer Manager in relation to the Services who shall have the authority contractually to bind the Customer on matters relating to the Services;
- 4.1.2 provide, for the Supplier, its agents, sub-contractors and employees, in a timely manner and at no charge, access to the Customer's premises, office accommodation, data and other facilities as requested by the Supplier;
- 4.1.3 provide, in a timely manner, such In-put Material and other information as the Supplier may request and ensure that it is accurate in all material respects;
- 4.1.4 be responsible (at its own cost) for preparing and maintaining the relevant premises for the supply of the Services, before and during the supply of the Services at those premises, and informing the Supplier of all of its obligations and actions under this condition 4.1.4;
- 4.1.5 inform the Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer's premises;
- 4.1.6 obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services, the installation of the Supplier's Equipment, the use of In-put Material and the use of the Customer's Equipment in relation to the Supplier's Equipment in all cases before the date on which the Services are to start; and

- 4.1.7 keep, maintain and insure the Supplier's Equipment in good condition and shall not dispose of or use the Supplier's Equipment other than in accordance with the Supplier's instructions or authorisation.
- 4.2 If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, its agents, sub-contractors, Sponsor` or employees, the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.
- 4.3 The Customer and/or Sponsor shall be liable to pay to the Supplier, on demand, all reasonable costs, charges or losses sustained or incurred by the Supplier (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract.
- 4.4 The Customer and/or Sponsor shall not, without the prior written consent of the Supplier, at any time from the date of the Contract to the expiry of 12 months after the last date of supply of the Services or termination of the Contract, solicit or entice away from the Supplier or employ or attempt to employ any person who is, or has been, engaged as an employee or sub-contractor of the Supplier in the provision of the Services.

5. **CHANGE CONTROL**

- 5.1 If the Customer wishes to change the scope or execution of the Services, it shall submit details of the requested change to the Supplier in writing one month before the expected delivery of the Service or as otherwise agreed in writing by the Supplier.
- 5.2 The Supplier may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services. If the Supplier requests a change to the scope of the Services for any other reason, the Customer shall not unreasonably withhold or delay consent to it.
- 5.3 If the Customer wishes the Supplier to proceed with the change, the Supplier has no obligation to do so unless and until the parties have agreed in writing on the necessary variations to its charges.
- 5.4 The Supplier may charge for its time spent in assessing a request for change from the Customer on a time and materials basis in accordance with condition 6.

6. **CHARGES AND PAYMENT**

- 6.1 Condition 6.2 shall apply if the Supplier provides the Services on a time and materials basis. Condition 6.3 shall apply if the Supplier provides the Services for a fixed price. The remainder of this condition 6 shall apply in either case.
- 6.2 Where the Services are provided on a time and materials basis:
- 6.2.1 the charges payable for the Services shall be calculated in accordance with the Supplier's standard rates, as amended from time to time;

- 6.2.2 all charges quoted to the Customer or Sponsor (if applicable) shall be exclusive of VAT which the Supplier shall add to its invoices at the appropriate rate;
- 6.2.3 the Supplier shall invoice the Customer or Sponsor (if applicable) monthly in arrears for its charges for time, expenses and materials (together with VAT where appropriate) for the month concerned, calculated as provided in this condition 6.2. Subject to the agreement of the Customer or Sponsor the Supplier may invoice the Customer or Sponsor (if applicable) prior to the commencement of the Services. The Supplier has the option of withholding the Service until payment of such invoice is received in cleared funds.
- 6.3 Where the Services are provided for a fixed price, the total price for the Services shall be the amount set out in writing from the Supplier to the Customer and Sponsor (if necessary) which is subject to the amendment by notification in writing from the Supplier. The total price shall be paid to the Supplier without deduction or set-off. The Supplier shall invoice the Customer or Sponsor (if necessary) for the charges that are payable, together with expenses, the costs of materials and VAT, where appropriate. Any fixed price and daily rate excludes:
 - 6.3.1 the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services, the cost of any materials and the cost of services reasonably and properly provided by third parties and required by the Supplier for the supply of the Services. Such expenses, materials and third party services shall be invoiced by the Supplier; and
 - 6.3.2 VAT, which the Supplier shall add to its invoices at the appropriate rate.
- 6.4 The Customer or Sponsor (if applicable) shall pay each invoice submitted to it by the Supplier, in full and in cleared funds, within 30 days of receipt.
- 6.5 Without prejudice to any other right or remedy that it may have, if the Customer or Sponsor (if applicable) fails to pay the Supplier on the due date, the Supplier may:
 - 6.5.1 charge interest on such sum from the due date for payment at the annual rate of 8% above the base lending rate from time to time of the Royal Bank of Scotland PLC, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and the Supplier alternatively may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998;
 - 6.5.2 suspend all Services until payment has been made in full; and
 - 6.5.3 recover all reasonable costs incurred in recovering all overdue invoices by any means including, but not limited to, the use of external debt collection agencies.
- 6.6 Time for payment shall be of the essence of the Contract.
- 6.7 All sums payable to the Supplier under the Contract shall become due immediately on its termination, despite any other provision. This condition 6.7 is without prejudice to any right to claim for interest under the law, or any such right under the Contract.

6.8 The Supplier may, without prejudice to any other rights it may have, set off any liability of the Customer or Sponsor (if applicable) to the Supplier against any liability of the Supplier to the Customer.

7. **INTELLECTUAL PROPERTY RIGHTS**

7.1 As between the Customer and the Supplier, all Intellectual Property Rights and all other rights in the Deliverables and the Pre-existing Materials shall be owned by the Supplier. Subject to condition 7.2, the Supplier licenses all such rights to the Customer free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Customer to make reasonable use of the Deliverables and the Services. If the Supplier terminates the Contract under condition 11.2, this licence will automatically terminate.

7.2 The Customer acknowledges that, where the Supplier does not own any Pre-existing Materials, the Customer's use of rights in Pre-existing Materials is conditional on the Supplier obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle the Supplier to license such rights to the Customer.

8. **CONFIDENTIALITY AND THE SUPPLIER'S PROPERTY**

8.1 The Customer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by the Supplier, its employees, agents or sub-contractors and any other confidential information concerning the Supplier's business or its products which the Customer may obtain. The Customer shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Customer's obligations to the Supplier, and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the Customer.

8.2 All materials, equipment and tools, drawings, specifications and data supplied by the Supplier to the Customer (including Pre-existing Materials and the Supplier's Equipment) shall, at all times, be and remain as between the Supplier and the Customer the exclusive property of the Supplier, but shall be held by the Customer in safe custody at its own risk and maintained and kept in good condition by the Customer until returned to the Supplier, and shall not be disposed of or used other than in accordance with the Supplier's written instructions or authorisation.

8.3 This condition 8 shall survive termination of the Contract, however arising.

9. **LIMITATION OF LIABILITY**

9.1 This condition 9 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

9.1.1 any breach of the Contract or these Conditions;

9.1.2 any use made by the Customer of the Services, the Deliverables or any part of them; and

9.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contractor or these Conditions.

- 9.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract and these Conditions.
- 9.3 Nothing in these Conditions limits or excludes the liability of the Supplier:
- 9.3.1 for death or personal injury resulting from negligence; or
- 9.3.2 for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Supplier; or
- 9.3.3 for any liability incurred by the Customer as a result of any breach by the Supplier of the condition as to title or the warranty as to quiet possession implied by section 2 of the Supply of Goods and Services Act 1982.
- 9.4 Subject to condition 9.2 and condition 9.3:
- 9.4.1 the Supplier shall not be liable for:
- (a) loss of profits; or
 - (b) loss of business; or
 - (c) depletion of goodwill and/or similar losses; or
 - (d) loss of anticipated savings; or
 - (e) loss of goods; or
 - (f) loss of contract; or
 - (g) loss of use; or
 - (h) loss of corruption of data or information; or
 - (i) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 9.4.2 the Supplier'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 shall be limited to the price paid for the Services.

10. **DATA PROTECTION**

The Customer acknowledges and agrees that details of the Customer's name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of the Supplier in connection with the Services.

11. **TERMINATION**

- 11.1 Without prejudice to any other rights or remedies which the parties may have, the Supplier may terminate the Contract without liability to the Customer or Sponsor (if applicable) immediately on giving notice to the other if:
- 11.1.1 the Customer or Sponsor (if applicable) commits a material breach of any of the terms of the Contract and/or these Conditions and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or

- 11.1.2 an order is made or a resolution is passed for the winding up of the Customer or Sponsor (if applicable), or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of the other party; or
 - 11.1.3 an order is made for the appointment of an administrator to manage the affairs, business and property of the Customer or Sponsor (if applicable), or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Customer or Sponsor (if applicable), or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
 - 11.1.4 a receiver is appointed of the Customer's or Sponsor's (if applicable) assets or undertaking, or circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Customer, or if any other person takes possession of or sells the Customer's assets; or
 - 11.1.5 the Customer or Sponsor (if applicable) makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or
 - 11.1.6 the Customer or Sponsor (if applicable) ceases, or threatens to cease, to trade; or
 - 11.1.7 there is a change of control of the Customer or Sponsor (if applicable) (as defined in section 574 of the Capital Allowances Act 2001); or
 - 11.1.8 the Customer or Sponsor (if applicable) takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.
- 11.2 On termination of the Contract for any reason:
- 11.2.1 the Customer or Sponsor (if applicable) shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;
 - 11.2.2 the Customer shall, within a reasonable time, return all of the Supplier's Equipment, Pre-existing Materials and Deliverables. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned or repossessed, the Customer shall be solely responsible for their safe keeping; and
 - 11.2.3 the accrued rights of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

12. **FORCE MAJEURE**

The Supplier shall have no liability to the Customer or Sponsor (if applicable) under the Contract or these Conditions if it is prevented from or delayed in performing its obligations under the Contract or these Conditions or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving

the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, terrorism, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

13. **VARIATION**

No variation of the Contract or these Conditions or of any of the documents referred to in them shall be valid unless it is in writing and signed by or on behalf of the Supplier.

14. **WAIVER**

14.1 A waiver of any right under the Contract or these Conditions is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.

14.2 Unless specifically provided otherwise, rights arising under the Contract and these Conditions are cumulative and do not exclude rights provided by law.

15. **SEVERANCE**

15.1 If any provision (or part of a provision) of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.

15.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.

15.3 The parties agree, in the circumstances referred to in condition 15.1 and if condition 15.2 does not apply, to attempt to substitute for any invalid, unenforceable or illegal provision a valid, enforceable and legal provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the parties under any invalid or unenforceable provision of the Contract or these Conditions shall be suspended while an attempt at such substitution is made.

16. **STATUS OF PRE-CONTRACTUAL STATEMENTS**

The Customer and Sponsor (if applicable) acknowledges and agrees that, in entering into the Contract it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to these terms and conditions or not) relating to the subject matter of the Contract, other than as expressly set out in the Contract.

17. **ASSIGNMENT**

17.1 The Customer or Sponsor (if applicable) shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

17.2 The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

18. NO PARTNERSHIP OR AGENCY

Nothing in the Contract or these Conditions is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

19. RIGHTS OF THIRD PARTIES

The Contract is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else, other than the Sponsor (where applicable).

20. NOTICES

Notice given under the Contract shall be in writing, sent for the attention of the person, and to the address or fax number, given in the Contract (or such other address, fax number or person as the relevant party may notify to the other party) and shall be delivered personally, sent by fax or sent by pre-paid, first-class post or recorded delivery. A notice is deemed to have been received, if delivered personally, at the time of delivery, in the case of fax, at the time of transmission, in the case of pre-paid first class post or recorded delivery, 48 hours from the date of posting and, if deemed receipt under this condition 22 is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is a business day), at 9.00 am on the first business day following delivery. To prove service, it is sufficient to prove that the notice was transmitted by fax, to the fax number of the party or, in the case of post, that the envelope containing the notice was properly addressed and posted.

21. GOVERNING LAW AND JURISDICTION

21.1 The Contract and these Conditions and any dispute or claim arising out of or in connection with them or their subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.

21.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract and these Conditions or their subject matter.

Note: These Conditions supersede any previous conditions received from the Supplier in any format.