

[Contract No:]	[CONTRACT NUMBER]
Customer:	[COMPANY NAME] LIMITED (No. [NUMBER])
Customer's address:	[REGISTERED ADDRESS]
[Customer's representative:]	Name: [NAME] Title: [TITLE] Email: [EMAIL] Telephone: [Telephone] Postal Address: [POSTAL ADDRESS]
Supplier:	[COMPANY NAME] LIMITED (No. [NUMBER])
Supplier's address:	[ADDRESS]
Supplier's VAT number:	[NUMBER]
[Supplier's representative:]	Name: [NAME] Title: [TITLE] Email: [EMAIL] Telephone: [Telephone] Postal Address: [POSTAL ADDRESS]
Commencement Date:	[[DATE] OR The date on the Contract has been signed by both parties.]
Delivery Date and Location if Goods: Key Deliverables and Milestones if Services:	[[DELIVERY ADDRESS] OR The delivery address set out in the Order.]
Description of Goods or Services	[DESCRIPTION] [FOR GOODS ADD QUANTITY OF GOODS AND DESCRIPTION]
Price:	[AGREED PRICE] / [REFERENCE PROPOSALS/ QUOTATIONS]
[Specification:]	[TECHNICAL, DESIGN, PERFORMANCE, BUSINESS OR REGULATORY REQUIREMENTS]
[Special terms:]	[In the Conditions: [(a) Clause [NUMBER] deleted: The entire text of clause [NUMBER] is deleted and replaced with the words "Not used".] [(b) Clause [NUMBER] added: This clause is inserted into the Conditions: [NEW CLAUSE].] [(c) Clause [NUMBER] amended: This clause is amended to read as follows: [AMENDED CLAUSE IN FULL].]]
Termination date:	[[NUMBER] years from the Commencement Date OR [DATE]]

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

In these Conditions:

"PFP Group" means the Places for People Group Limited (company registration number: 03777037) for itself and as an agent for its current and future subsidiaries.

"Conditions" means these conditions consisting of the clauses herein.

"Contract" means the contract between PFP Group and the Supplier consisting of the Order Form, these Conditions, and any other documents (or parts thereof) specified in the Order Form.

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

"Data Protection Laws" means The Data Protection Legislation is the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR), the Data Protection Act 2018 (as amended) and any other laws or regulations relating to privacy or personal data applicable in England and Wales.

"Goods" means the goods set out in the Order Form.

"Intellectual Property Rights" means, without limit to the following, copyrights, patents, trademarks, service marks, design rights, database rights, trade or business names or any similar rights (whether registerable or not) in any country including but not limited to England and Wales.

"Months" means calendar months.

"Named Representative" means the person named on the Order Form

"Parties" means the Supplier and PFP Group.

"Premises" means the location where the Services are to be performed or where the Goods are to be delivered, as specified in the Order Form.

"Order Form" means the document setting out the Goods or Services to be provided by the Supplier to PFP Group.

"Services" means the services as specified in the Order Form and any materials, articles or goods necessary for the provision of those services.

"Service Specification" means the description or specification for Services agreed in writing by PFP Group and the Supplier.

"Subcontract" means any agreement or arrangement entered into by the Supplier pursuant to which a person other than the Supplier is to perform any of the obligations of the Supplier under this Contract.

"Sub-contractor" means any party (other than the Supplier) to a Subcontract.

"Supplier" means the person, company or organisation providing the Goods or Services pursuant to the Order Form.

"Variation Notice" means a written notice served by one Party on the other proposing any modification, alteration, omission or variation of the Contract.

The headings to Conditions shall not affect their interpretation.

2. OBLIGATIONS, PRICE AND PAYMENT

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

2.2 The Order shall be deemed accepted on the earlier of: (a) the Supplier issuing written acceptance of the Order; or (b) any act by the Supplier consistent with fulfilling the Order, at which point, and on which date the Contract shall come into existence.

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 These terms shall apply to the supply of both Goods and Services.

2.5 PFP Group shall name a Named Representative on the Order Form who shall have the requisite power and authority to enter into this Contract.

2.6 The price of the Goods shall be as stated on the Order Form and shall be inclusive of the cost of packaging, insurance and carriage of Goods. No extra charges shall be effective unless agreed in writing and signed by an authorised signatory of PFP Group.

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

2.8 Unless otherwise agreed in writing by PFP Group, the Supplier shall render a separate invoice in respect of each consignment delivered under the Contract. PFP Group shall accept and process for payment any electronic invoice submitted by the Supplier provided that it is undisputed and in a form that complies with the standard for electronic invoicing (and uses any related syntaxes) approved and issued by the British Standards Institution from time to time.

2.9 PFP Group shall pay the Supplier and the Supplier shall pay any Sub-contractor 30 days after receipt of the Goods or the Services or the correct invoice, whichever is the later.

2.10 The Supplier shall ensure that clause 2.9 is included in any Contract between the Supplier and any Sub-contractor.

2.11 All amounts payable by PFP Group under this Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to PFP Group, PFP Group 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.

2.12 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 PFP Group to inspect such records at all reasonable times on request.

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

3. VARIATION

3.1 Neither Party shall make any alterations, additions, omissions or variations to the Contract unless a Variation Notice is served by one Party, and the variation is agreed in writing by the other Party.

3.2 The value of all alterations, additions and omissions or variations shall be based upon prices deduced from the prices for similar work insofar as such prices apply, or on the basis of such rates as shall be agreed upon between the Parties.

4. SUPPLIER STATUS

Neither the Supplier nor their employees shall in any circumstances hold itself or themselves out as being the servant or agent of PFP Group otherwise than in circumstances expressly permitted by this Contract or as may be agreed in writing.

5. THE GOODS

5.1. The Supplier shall ensure that Goods shall: (a) correspond with their description and any applicable Goods Specification; (b) 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 PFP Group, expressly or by implication, and in this respect PFP Group relies on the Supplier's skill and judgment; (c) where applicable, be free from defects in design, materials and workmanship and remain so for 12 months after delivery or such other period as instructed by PFP Group; and (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

5.2 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.

5.3 PFP Group shall have the right to inspect and test the Goods at any time before delivery.

5.4 If following such inspection or testing PFP Group considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 5.1, PFP Group shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

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

6. DELIVERY OF GOODS

6.1 The Supplier shall ensure that; (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition; (b) 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 (c) if the Supplier requires PFP Group to return any packaging material for the Goods to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.

6.2 The Supplier shall deliver the Goods; (a) on the date specified in the Order or, if no such date is specified, then within seven days of the date of the Order; (b) to the Premises or other such location as the Supplier may be instructed by PFP Group (c) during PFP Group normal hours of business on a Business Day or as otherwise instructed by PFP Group.

6.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Premises determined in accordance with clause 8.2(b).

6.4 if the Supplier; (a) delivers less than 95 per cent of the quantity of Goods ordered, PFP Group may reject the Goods; or (b) delivers more than 105 per cent of the quantity of Goods ordered, PFP Group 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 more or less than the quantity of Goods ordered, and PFP Group accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.

6.5 The Supplier shall not deliver the Goods in instalments without PFP Group'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 PFP Group to the remedies set out in clause 6.1.

6.6 Title and risk in the Goods shall pass to PFP Group on completion of delivery.

7. PERFORMANCE

7.1 The Supplier shall meet any dates/times for the provision of Goods and/or Services as specified in the Order or notified to the Supplier by PFP Group.

7.2 In providing the Goods and/or Services, the Supplier shall; (a) co-operate with PFP Group in all matters relating to the Goods and/or Services and comply with all instructions of PFP Group; (b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade; (c) use such personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract, and shall where the Supplier is a Regulated Activity Provider under the Safeguarding Vulnerable Groups Act 2006, ensure that valid disclosure checks are undertaken through the Disclosure and Barring Service for those personnel engaged by the Supplier for the provision of Services who shall in performing the Services come into contact with children or vulnerable adults; (d) ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by PFP Group; (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services; (f) 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 PFP Group, will be free from defects in workmanship, installation and design; (g) not do or omit to do anything which may cause PFP Group to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that PFP Group may rely or act on the Services

7.3 The time of delivery of Goods and/or Services shall be of the essence and failure to deliver within the time promised or specified shall give PFP Group the option to be released from any obligation to accept and pay for the Goods and/or to cancel all or part of the Contract, in either case without prejudice to the other rights and remedies of PFP Group.

8. SUPPLIER PERSONNEL

8.1 The Supplier shall take all steps reasonably required by PFP Group to prevent unauthorised persons being admitted to the Premises. If PFP Group gives the Supplier notice that any person is not to be admitted to or is to be removed from the Premises or is not to become involved in or is to be removed from involvement in the performance of the Contract, the Supplier shall take all reasonable steps to comply with such notice and if required by PFP Group shall replace any person removed under this Condition with another suitably qualified person and procure that any pass issued to the person removed is surrendered.

8.2 The decision of PFP Group as to whether the Supplier has fulfilled their obligations set out in clauses 8.1 and shall be final and conclusive.

8.3 The Supplier shall bear the cost of any notice, instruction or decision of PFP Group under this clause 8.

9. REMEDIES

9.1 If the Supplier fails to deliver the Goods and/or perform the Services by the applicable date, PFP Group shall, without limiting its other rights or remedies, have one or more of the following rights: (a) to terminate the Contract or an Order with immediate effect by giving written notice to the Supplier; (b) to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make; (c) to recover from the Supplier any costs incurred by PFP Group in obtaining substitute goods and/or services from a third party; (d) where PFP Group has paid in advance for Services that have not been provided by the Supplier and/or Goods which have not been delivered by the Supplier, to have such sums refunded by the Supplier; and (e) to claim damages for any additional costs, loss or expenses incurred by PFP Group which are in any way attributable to the Supplier's failure to meet such dates.

9.2 If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 6.1, then, without limiting its other rights or remedies, PFP Group shall have one or more of the following rights, whether or not it has accepted the Goods; (a) 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; (b) to terminate the Contract or an Order with immediate effect by giving written notice to the Supplier; (c) 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); (d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make; (e) to recover from the Supplier any expenditure incurred by PFP Group in obtaining substitute goods from a third party; and (f) to claim damages for any additional costs, loss or expenses incurred by PFP Group arising from the Supplier's failure to supply Goods in accordance with clause 6.1.

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

9.4 PFP Group's rights under this Contract are in addition to its rights and remedies implied by statute and common law.

10. CONFLICTS OF INTEREST

10.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor supplier personnel is placed in a position where, in the reasonable opinion of PFP Group, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to PFP Group under the provisions of the Contract. The Supplier will disclose to PFP Group full particulars of any such conflict of interest which may arise.

10.2 Prior to the commencement of the Services, if the Supplier is being engaged as a consultant, the Supplier shall use its best endeavours to disclose any actual or potential financial, non-financial, personal or professional interest in any organisation, company or other body that is or has potentially, currently and/or previously had dealings with PFP Group, where such interest may and/or could result in a conflict with the interests of PFP Group.

10.3 PFP Group reserves the right to terminate the Contract immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of PFP Group there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to PFP Group under the provisions of the Contract.

11. CORRUPT GIFTS OR PAYMENTS

The Supplier shall not: a) offer or give, or agree to give, to any employee or representative of PFP Group any gift or consideration of any kind as an inducement or reward for doing, or refraining from doing or having done or refrained from doing, any act in relation to the obtaining or execution of this or any other Contract with PFP Group or for showing or refraining from showing favour or disfavour to any person in relation to this or any such Contract.

b) enter into this or any other Contract with PFP Group in connection with which commission has been paid by them or on their behalf, or with their knowledge, unless before the Contract is made, particulars of any such commission and the terms and conditions of any agreement for the payment thereof have been disclosed in writing to PFP Group.

12. HEALTH AND SAFETY

12.1 The Supplier shall promptly notify PFP Group of any health and safety hazards that may arise in connection with the performance of the Services or delivery of the Goods.

12.2 Whilst on the Premises, the Supplier shall comply with any health and safety measures implemented by PFP Group in respect of any persons working on those Premises.

12.3 The Supplier shall notify PFP Group immediately in the event of any incident occurring in the performance of the Services or delivery of the Goods on the Premises where that incident causes any personal injury or any damage to property.

12.4 The Supplier shall take all measures necessary to comply with the requirements of the Health and Safety at Work Act 1994 and any other Acts, orders, regulations and Codes of Practice relating to health and safety, which may apply to staff in the performance of the Services or delivery of the Goods.

13. COMPLIANCE

13.1 In performing its obligations under this Contract, the Supplier shall (and shall procure that its subcontractors shall): (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force (Anti-slavery Laws) including but not limited to the Modern Slavery Act 2015; (b) comply with the Anti-slavery Policy; (c) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct had been carried out in England or Wales; (e) include in its contracts with its subcontractors anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 31; and (f) notify PFP Group (in writing) as soon as it becomes aware of any breach or suspected breach of sub-clause 13.1 (a), sub-clause 13.1 (b), sub-clause 13.1 (c) or sub-clause 13.1 (d); and breach of this clause shall be deemed a material breach.

13.2 The Supplier shall comply with PFP Group's Supplier Code of Conduct and shall with 5 Business Days of request from PFP Group register on PFP Group's Supplier Portal. Any breach of the Supplier Code of Conduct or failure to register on the Supplier Portal when requested to do so shall be deemed to be a material breach.

13.3 PFP Group is an Equal Opportunities Employer and expects the Supplier to adopt procedures which complement this policy.

13.4 PFP Group is a member of the Employers' Forum on Disability and encourages its Suppliers to follow the Forum's agenda on customers.

13.5 PFP Group endeavours to adopt good environmental practices and where practicable will seek to favour suppliers who adopt environmentally sound practices.

14. INTELLECTUAL PROPERTY RIGHTS AND INFORMATION

14.1 The Supplier shall not infringe any Intellectual Property Rights of PFP Group, or any third party and the Supplier shall indemnify PFP Group against all actions, suits, claims, demands, losses, charges, costs and expenses which PFP Group may suffer or incur as a result of or in connection with any breach of this clause 16.

14.2 All Intellectual Property Rights in any specifications, instructions, plans, drawings, patterns, models, reports, design or other materials:

a) made available to the Supplier by PFP Group shall remain vested in PFP Group absolutely; b) prepared by or for the Supplier for use in relation to the performance of the Contract or generated pursuant to the Contract shall vest in PFP Group absolutely.

14.3 The Supplier and their Sub-contractors shall not disclose any specifications, plans, instructions, drawings, patents, models or other similar information or intellectual property obtained pursuant to or by reason of the Contract, without the written permission of PFP Group.

14.4 The Supplier and their Sub-contractors shall not refer to PFP Group in any advertisement, promotional material or public notice of any kind without the prior written consent of PFP Group.

14.5 The provisions of this clause 16 shall apply throughout the term of the Contract and after its expiry or termination.

15. INDEMNITY AND INSURANCE

15.1 Neither Party limits its liability for death or personal injury resulting from its own or its employees' or agents' or Sub-Contractors' negligence.

15.2 Subject to clause 15.1, the Supplier shall keep PFP Group indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered incurred by PFP Group as a result of or in connection with:

(a) any claim made against PFP Group for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; (b) any claim made against PFP Group by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and (c) any claim made against PFP Group by a third party arising out of or in connection with the supply of the Goods or the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.

15.3 The Supplier shall have in force and shall require any Sub-contractor to have in force: a) employer's liability insurance in accordance with any legal requirements for the time being in force, and b) public liability insurance for such sum and range of cover as the Supplier deems to be appropriate but covering at least all matters which are subject of indemnities or compensation obligations under these Conditions.

15.4 The policy or policies of insurance referred to in paragraph 15.3 shall be shown to PFP Group upon request, together with satisfactory evidence of payment of premiums.

15.5 Subject to clause 15.1 PFP Group's liability under or in connection with any Order Form or this Contract shall be limited to the prices payable in the aggregate under the Order in which the liability arises. This limit shall apply however that liability arises, including, without limitation, a liability arising by breach of contract, arising by tort (including, without limitation, the tort of negligence) or arising by breach of statutory duty. PFP Group shall not be liable for any indirect or consequential losses suffered or incurred by the Supplier.

15.6 This clause 17 shall survive termination of this Contract.

16. DISCRIMINATION

16.1 The Supplier shall not unlawfully discriminate within the meaning of any law, enactment, order, regulation or other similar instrument relating to discrimination in employment (whether in relation to race, gender, religion, age or otherwise).

16.2 The Supplier shall take all reasonable steps to secure that all their servants, employees or agents and all sub-contractors employed in the performance of the Contract do not unlawfully discriminate as set out in Condition 16.1.

17. CONFIDENTIALITY

The Supplier shall at all times during the Contract and after its expiry or termination keep secret and not disclose and shall procure that its employees keep secret and do not disclose any information of a confidential nature obtained by reason of the Contract except information which is in the public domain otherwise than by reason of a breach of this provision or in accordance with the order of a court of competent jurisdiction.

18. TERMINATION

18.1 PFP Group may cancel an Order or any part of an Order at any time by giving the Supplier notice in writing signed by a duly authorised person for and on behalf of PFP Group. A fair and reasonable price shall be paid for all work completed or in progress at the time of cancellation and received by PFP Group but subject thereto PFP Group shall not be liable for any loss (including consequential loss caused by the Supplier whether directly or indirectly by any such cancellation).

18.2 PFP Group may terminate the Contract by written notice having immediate effect if: (a), the Supplier undergoes a change of control, which in the reasonable opinion of PFP Group impacts adversely and materially on the performance of the Contract; or (b) the Supplier being an individual or a firm, the Supplier or any partner in the firm becomes bankrupt or has a receiving order or administration order made against them; or makes any compromise or arrangement with or for the benefit of their creditors or shall make any conveyance or assignment for the benefit of their creditors or shall purport to do so. (c) the Supplier being a company, goes into liquidation either compulsory or voluntary (save for the purpose of reconstruction or amalgamation) or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of its assets or if the Supplier makes an assignment for the benefit of or composition with its creditors generally or threatens to do any of these things or any judgment is made against the Supplier or any similar occurrence under any jurisdiction affects such party, or

18.3 If the Supplier commits a material breach of the Contract and (if such breach is capable of remedy) failed to remedy such breach within seven days of being required by PFP Group in writing to do so: (a) PFP Group shall (without prejudice to any other of its rights) be entitled to terminate the Contract by notice to the Supplier with immediate effect, and (b) PFP Group may itself complete the Services or have them completed by a third party, using for that purpose (making a fair and proper allowance in payment subsequently made to the Supplier) all materials, plant and equipment on the Premises belonging to the Supplier, and (c) PFP Group shall not be liable to make any further payment to the Supplier and shall be entitled to deduct from any amount due to the Supplier the costs thereof incurred by PFP Group (including PFP Group's own cost). If the total cost to PFP Group exceeds the amount (if any) due to the Supplier, the difference shall be recoverable by PFP Group from the Supplier.

18.4 Subject to any earlier termination under clauses 18.1, 18.2, or 18.3 above, the Contract shall expire upon completion of the Services or final payment for the Services or Goods or delivery of the Goods, whichever is the later.

18.5 Termination of the Contract shall not affect any rights or remedies of PFP Group that may have accrued up to the termination date or in respect of any obligation in the Contract expressly or impliedly having effect after expiry or termination of the Contract.

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

19. ASSIGNMENT AND SUB-CONTRACTING

19.1 The Supplier shall not assign, novate or Sub-contract the Contract or any portion of the Contract or create a trust in favour of a third party for any benefit under this Contract without the prior written consent of PFP Group.

19.2 Sub-contracting any part of the Contract shall not relieve the Supplier of any obligation or duty attributable to the Supplier under the Contract.

20. NOTICES

20.1 Any notice required to be given under the Contract shall, except where otherwise specifically provided, be in writing and sent by one Party to the other at the address shown on the Order Form or other Contract document or as specified in a notice under clause 20.3.

20.2 Such notice may be sent by hand, post, or by facsimile transmission and shall be deemed effective if sent by post at the expiration of 2 working days after the same was posted or if by facsimile immediately after despatch.

20.3 Each Party shall notify the other of any changes of address or email address within 48 hours of such change.

21. DISPUTE RESOLUTION

21.1 If any dispute or difference arises out of or in connection with this Contract, the Parties shall in good faith use their reasonable endeavours to resolve the dispute amicably between the Parties and within a reasonable timescale having regard to the nature of Goods and/or Services to be provided.

21.2 If the dispute or difference (referred to below as a "Matter") cannot be resolved amicably as soon as reasonably possible but in any event within 20 working days (or otherwise such period as may be agreed in writing between the Parties), then the Parties may refer the matter to mediation in accordance with clause 21.3 below.

21.3 Where no resolution has been reached after a period of two months from the original date of the Matter arising upon the request of the Parties the Matter may be referred to mediation before a mediator agreed by the Parties and failing agreement, as nominated by the Centre for Effective Dispute Resolution (CEDR).

21.4 Each Party will bear its own costs in relation to CEDR.

22. RIGHTS OF THIRD PARTIES

22.1 A person who is not a party to the Contract shall not have any right to enforce any term of the Contract which expressly or by implication confers a benefit on that person without prior agreement in writing of the Parties which must refer to this clause.

22.2 Without prejudice to the intention of the Parties to give no rights to any third party under the Contract, any term of the Contract can be varied, and the Contract can be cancelled or terminated without the consent of any third party who might benefit from its terms or have enforceable rights under the Contract.

23. WAIVER

No failure or delay on the part of PFP Group to exercise any right or remedy under this Agreement shall be construed or operate as a waiver of that right or remedy nor shall any single or partial exercise of any right or remedy.

24. FORCE MAJEURE

If any Party is prevented from or delayed in the performance of any of its obligations under this Contract by any event beyond the reasonable control of that Party, including, but not limited to, acts of God, civil commotion, war, fire, flood, industrial action or political interference, terrorism or the effects of terrorism or an epidemic or pandemic then it shall notify the other Party in writing of the circumstances, and shall be excused from performing those obligations for so long as the event shall continue. If the event continues for longer than 30 days, the Party not claiming relief under this clause shall be entitled to terminate the Contract by giving the other Party 30 days' written notice.

25. ENTIRE AGREEMENT

The Contract sets forth the entire agreement and understanding between the parties and supersedes all previous statements, documents and negotiations relating to the subject matter of the Contract provided that nothing in this clause purports to exclude any liability for any representation made fraudulently.

26. INVALIDITY AND SEVERABILITY

If any provision of this Agreement shall be held to be illegal, void, invalid or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

37. GOVERNING LAW

The Contract shall be governed by and interpreted in accordance with English Law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales, to which both Parties submit.

28. DATA PROTECTION LAW

28.1 Both parties shall duly observe all their obligations under the Data Protection Legislation which arise in connection with the performance of the Contract. The Supplier shall (and shall procure that any of the Supplier's personnel involved in the provision of the Contract shall) comply with any notification, reporting and/or consultation requirements under the Data Protection Legislation and shall not knowingly do anything or permit anything to be done which might lead to a breach by the Supplier or the PFP Group of the Data Protection Legislation.

28.2 Notwithstanding the general obligation in clause 28.1, where and to the extent that the Supplier is processing Data as a data processor for the PFP Group, the following clause 28.3 shall apply.

28.3 The Supplier shall: (a) process the Data only in accordance with the written instructions of the PFP Group, unless the Supplier is required to process the Data for other reasons under the laws of the European Union (or a member state of the EEA) to which the Supplier is subject. If the Supplier is required to process the Data for these other reasons, the Supplier shall inform the PFP Group before carrying out the processing, unless prohibited by relevant law; (b) immediately inform the PFP Group if it believes that the PFP Group's instructions infringe the Data Protection Legislation or any other applicable law; (c) have in place and maintain throughout the term at all times all appropriate technical and organisational security measures to ensure that the Supplier's processing of the Data is in accordance with the requirements of the Data Protection Legislation and protects the rights of the data subjects. On request the Supplier shall provide the PFP Group with a current written description of the security measures being taken; (d) ensure that all persons authorised to process the Data are bound by obligations equivalent to those set out in this clause 28 and are aware of the Supplier's obligations under the Contract and the Data Protection Legislation; and (e) ensure that access to the Data is limited to those Supplier personnel who need access to the Data to meet the Supplier's obligations under the Contract; and in the case of any access by any of the Supplier's personnel, such part or parts of the Data as is strictly necessary for performance of that Supplier personnel's duties.

28.4 The Supplier shall: (a) provide the PFP Group with such information as the PFP Group may reasonably require to satisfy itself that the Supplier is complying with its obligations under the Data Protection Legislation; (b) promptly notify the PFP Group of any breach of the security measures required to be put in place pursuant to (c) above, and (c) ensure it does not knowingly or negligently do or omit to do anything which places the PFP Group in breach of the PFP Group's obligations under the Data Protection Legislation. (d) The provisions of this clause shall apply during the continuance of the Contract and indefinitely after its expiry or termination.