



#### WESTGROVE SUPPORT SERVICES LTD

**Key Terms and Conditions ("Key Conditions") contained in the Terms and Conditions for the Supply of Cleaning Services and Associated Goods and/or the Terms and Conditions for the Supply of Security Services ("Conditions")**

**IMPORTANT – These Key Conditions only serve as a restatement of some of the key terms and conditions contained in the full Conditions previously incorporated into the Contract. Note that depending on whether Cleaning and/or Security Services are provided to the Client by Westgrove, some of these Key Conditions (in part or whole) may or may not apply to the Client.**

#### DEFINITIONS & INTERPRETATION

1.1 In these Key Conditions, the following definitions apply:

**Cleaning Services:** Services which comprise cleaning services and to which the Terms and Conditions for the Supply of Cleaning Services and Associated Goods previously incorporated into the Contract apply.

**Commencement Date:** the commencement date set out in the Front Sheet.

**Conditions:** the Terms and Conditions for the Supply of Cleaning Services and Associated Goods and/or the Terms and Conditions for the Supply of Security Services previously incorporated into the Contract, as the case may be.

**Contents:** the property of the Client or for which the Client is responsible contained in or situated on the Premises.

**Contract:** the contract between Westgrove and the Client for the supply of the Work which comprises the Conditions, the Front Sheet, the Specification and the Service Level Agreement (if applicable).

**Contract Assumptions:** the contract assumptions set out in the Front Sheet together with the assumption contained in clause 8.1 of the Conditions.

**Contract Price:** means the price payable by the Client to Westgrove for the provision of the Work as set out in the Front Sheet or as amended from time to time in accordance with the Conditions.

**Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures:** as defined in the Data Protection Legislation.

**Client:** the person, firm or Company who purchases the Work from Westgrove and whose details are set out in the Front Sheet.

**Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended

**Front Sheet:** the front sheet attached to the Conditions entitled "Agreement for the Provision of Cleaning Services" and/or "Agreement for the Provision of Security Services" as the case may be.

**Goods:** the goods set out in the Specification and any other goods from time to time agreed between the parties to be provided by Westgrove to the Client (where any Cleaning Services are provided).

**Premises:** the premises where Westgrove shall perform the Work as set out in the Front Sheet.

**Security Services:** Services which comprise security services and to which the Terms and Conditions for the Supply of Security Services previously incorporated into the Contract apply.

**Security Officers:** those of Westgrove's employees, agents, subcontractors or the employees of Westgrove's agents or subcontractors, as the case may be, used by Westgrove to provide any Security Services.

**Services:** the services to be supplied by Westgrove to the Client as described in the Front Sheet and the Specification including Cleaning Services and/or Security Services as the case may be.

**Service Levels:** the Service Levels, set out in the Service Level Agreement, that have been agreed between the parties in relation to the provision of the Work and as reviewed from time to time in accordance with the Conditions.

**Service Level Agreement:** the service level agreement attached to the Conditions detailing the Service Levels.

**Specification:** the description or specification of the Work which is attached to the Conditions, as amended from time to time in accordance with the Conditions.

**Term:** the term of the Contract or where any Security Services are provided, the initial term, set out in the Front Sheet.

**TUPE:** Transfer of Undertakings (Protection of Employment) Regulations 2006.

**UK GDPR:** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

**Westgrove:** Westgrove Support Services LTD registered in England and Wales with number 9215403.

**Westgrove Property:** has the meaning set out in clause 6.2.

**Work:** the Services and/or (where any Cleaning Services are provided) Goods to be supplied by Westgrove to the Client under the Contract.

1.2 In the event of any conflict between these Key Conditions and the Conditions, the Conditions shall prevail.

#### 2. COMMENCEMENT AND DURATION

2.1 Westgrove shall provide the Work to the Client from the Commencement Date, in accordance with the Conditions, the Specification and (if applicable) the Service Level Agreement and shall continue to provide the Work for the Term, or any Extended Term (as defined in clause 2.2) unless the Contract is terminated earlier in accordance with clauses 3.3, 8.4, 8.5, 14 or 16.2.

2.2 The Term of the Contract shall automatically be extended for 12 months (**Extended Term**) at the end of the Term and at the end of each Extended Term, unless either party gives written notice to the other party not later than 3 months before the end of the Term or the relevant Extended Term, to terminate the Contract at the end of the Term or the relevant Extended Term, as the case may be.

2.3 If, at the end of the Term, or any Extended Term, the Client issues a tender for the Work, the Client agrees to give Westgrove the option to provide the Work at the tender price which the Client intends to accept, provided that Westgrove's performance of the Work during the Term was satisfactory and in accordance with the Service Levels. Westgrove shall have no obligation to accept this offer.

#### 3. BASIS OF CONTRACT

3.1 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3.2 The Contract constitutes the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Westgrove which is not set out in the Contract.

3.3 In the event that the Contract Assumptions are incorrect, Westgrove may:

(i) provide written notice to the Client setting out a revised Contract Price; or

(ii) terminate the Contract immediately on written notice without liability to the Client.

3.4 For the avoidance of doubt, in the event that Westgrove enforces clause 3.3(i) and the parties cannot agree on a revised Contract Price, Westgrove shall be entitled to then enforce clause 3.3(ii).

3.5 The Client shall indemnify Westgrove against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses which for the avoidance of doubt shall include all costs associated with making redundancies) suffered or incurred by Westgrove arising out of or in connection with the Contract Assumptions being incorrect.

#### 4. SUPPLY OF WORK

4.1 In relation only to any Cleaning Services provided, unless otherwise agreed, delivery and/or performance times/dates named/accepted by Westgrove are given in good faith but are an estimate only. Times for provision of the Work which relates to Cleaning Services are not of the essence. Westgrove shall not be liable for any loss (including loss of profit), costs, damages or charges directly or indirectly incurred by the Client by failure (for any reason) of Westgrove to meet the delivery/performance time/date stated/agreed. Further the Client shall have no right to cancel the Contract in the event of such failure.

4.2 Unless otherwise agreed (i) Work will be provided and any delivery in respect of any Cleaning Services provided shall take place at such place and time(s) as stated in the Specification or as agreed by Westgrove and (ii) no Work will be provided on bank holidays.

#### 5. WARRANTIES – SECURITY SERVICES

5.1 This clause 5 shall only apply in respect of any Security Services provided by Westgrove to the Client.

5.2 Westgrove warrants that:

(i) it shall provide any Security Services with reasonable skill and care;

(ii) it shall provide any Security Services in compliance with all relevant British Standards Code of Practice; and

(iii) all Security Officers (where relevant) have been passed fit for their duties.

5.3 Notwithstanding the warranties above, the parties acknowledge that the purpose of any Security Services provided is to reduce the risk of damage to the Premises. Accordingly, the parties acknowledge that Westgrove does not, and cannot, guarantee the security of the Premises and that nothing in the Contract shall be interpreted as a warranty to that effect.

#### 6. CLIENT'S OBLIGATIONS

6.1 The Client shall at all times provide Westgrove with accurate information to enable Westgrove to efficiently provide the Work including without limits details of: (i) any potential hazards known or believed to exist which may affect the provision of the Services; (ii) where Cleaning Services are provided but not Security Services, the Premises where the Work is to be performed, any security at the Premises and the operation of any alarm system at the Premises; and (iii) any other information reasonably requested by Westgrove.

6.2 Unless otherwise agreed, the Client shall take (at its own cost) all steps necessary to enable Westgrove to provide the Work without hindrance or interruption and without limit shall: (i) ensure that all necessary consents and approvals have been obtained and clear and safe access is available and suitable and (where only Cleaning Services are provided but not Security Services, safe conditions, and practices are in place; (ii) in respect of any Cleaning Services, provide adequate services and facilities including without limit electricity, light, hot water and other utilities; (iii) provide (where only Cleaning Services are provided but not Security Services, suitable, secure and easily accessible) accommodation for such equipment and materials which Westgrove requires in order to carry out the Services ("**the Westgrove Property**"); and (iv) observe the requirements of all relevant laws, by-laws, regulations, orders, directions, codes of practice or requirements of any statutory, public or court of competent jurisdiction applicable to the Premises.

6.3 Only where any Security Services are provided, the Client shall notify Westgrove of any structural alterations to the Premises or any alterations to its doors or locks or of any modification affecting any burglar, fire or other alarm system installed at the Premises.

6.4 Only where any Security Services are provided, the Client shall notify Westgrove of any act of dishonesty of default in the performance of the Services by any Security Officer immediately the Client has knowledge thereof.

6.5 If Westgrove's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation ("**Client Default**"): (i) Westgrove shall, without limiting its other rights or remedies, have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays Westgrove's performance of its obligations;

(ii) Westgrove shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from Westgrove's failure or delay to perform any of its obligations under the Contract;

(iii) the Client shall reimburse Westgrove on written demand for any costs or losses sustained or incurred by Westgrove arising directly or indirectly from the Client Default;

(iv) Westgrove shall be entitled to increase the Contract Price as necessary to take account of the Client Default.

6.6 Only in respect of any Cleaning Services provided, the Client shall not obtain title to the Westgrove Property nor mortgage, charge or pledge the Westgrove Property nor allow any third party to use the Westgrove Property.

6.7 Save for where TUPE applies, the Client shall not, without the prior written consent of Westgrove, at any time during the Term or within the 3 month period after termination of the Contract, solicit or entice away from Westgrove or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of Westgrove in the provision of the Work.

6.8 If, at any time during the Term or within the 3 month period after its termination, the Client engages (under any contract for services or otherwise) any agents, employees, contractors or other third parties providing the Work on behalf of Westgrove pursuant to the Contract, then the Client shall pay to Westgrove, a sum equivalent to 3 months of the Contract Price.

6.9 The Client shall be liable for the payment of all costs associated with the termination of employment of any Westgrove employee(s) including but not limited to statutory redundancy pay, notice pay, holiday pay, administration charges, legal fees and compensatory payments arising in connection with the termination or the variation of the Contract by the Client and Westgrove explicitly excludes any liability in respect of the same.

#### 7. RISK/TITLE AND KEYS

7.1 Only in respect of any Cleaning Services provided, risk of damage to or loss of the Goods shall pass to the Client upon delivery or at the notified time for delivery if the Client fails for whatever reason to take delivery of the Goods at the notified time.

7.2 Only in respect of any Cleaning Services provided, title to the Goods (both legal and equitable) shall remain with Westgrove until full payment with cleared funds of all monies due from the Client to Westgrove under all the contracts between Westgrove and the Client has been made, or title is properly vested in some other person by the operation of any statute.

7.3 Only in respect of any Cleaning Services provided, once payment becomes due, Westgrove may while the owner of the Goods (without prejudice to its other rights) require the Client to deliver up the Goods and, if the Client fails to do so promptly, enter any premises of the Client or of any third party where the Goods are stored in order to recover them.

7.4 If any Security Services are provided, it is the responsibility of the Client to ensure that it has appropriate procedures and policies in place to ensure the safety of the keys for the Premises and Westgrove shall not have any liability for keys which are lost as a result of the Client's negligence.

#### 8. PRICE

8.1 The Contract Price is based on information available (including without limits staffing levels under TUPE, and prices, costs (including without limit wages, material costs and employers national insurance contributions) and details of the Work requested at the time of signing the Contract and on the assumption that the Client will comply with its obligations under the Contract and if such information, prices, costs, requests or assumptions changes prior to or during the course of completion of the Work then Westgrove shall notify the Client and be entitled to enforce the remedies set out in clause 3.6.

8.2 All additional Services requested by the Client which are not included in the Specification and/or not previously agreed between the parties shall be charged at Westgrove's full hourly rate as determined by Westgrove acting reasonably (details of which are available on request).

8.3 In respect of any Cleaning Services provided, all additional Goods requested by the Client which are not included in the Specification shall be charged at a rate to be agreed between the parties.

8.4 Westgrove, acting reasonably, reserves the right to revise the Contract Price at any time during the Term by written notice to the Client. If the parties cannot agree on the revised Contract Price, either party shall be entitled to terminate the Contract by giving to the other not less than 1 months written notice.

8.5 If the Client asks Westgrove to purchase new equipment for the provision of the Services ("**New Equipment**"), Westgrove shall notify the Client of a revised Contract Price to take account of this. If the parties cannot agree on the revised Contract Price, Westgrove shall be entitled to continue to provide the Services using the original equipment as before and the Contract shall continue on

the basis of the previous Contract Price agreed between the parties or alternatively Westgrove shall have the right to terminate the Contract by giving the Client 1 month's written notice.

8.6 Unless otherwise agreed in writing, the Contract Price (i) excludes any value added tax which shall be payable in addition to the Contract Price when payment is due; (ii) exclude the provision of Services on bank holidays unless (in respect of any Cleaning Services provided only) otherwise specified in the Specification or agreed in writing by Westgrove; and (iii) include (in relation to Services only) the supply of reasonable quantities of Westgrove Property.

#### 9. PAYMENT

9.1 Unless otherwise agreed: (i) invoices for Services may be presented monthly or at any time during the completion of the Services; (ii) in respect of any Cleaning Services provided only, invoices for Goods may be presented at any time during their delivery or when they are ready for delivery in the ordinary course where delivery is rendered not possible or postponed at the request or by the default of the Client.

9.2 Subject to clause 9.3 and unless otherwise agreed in writing, the Client shall pay each invoice submitted by Westgrove in full and in cleared funds within 28 days of the month end from which the Services have been provided or within 28 days of the date of invoice, whichever is the latter. Payment shall be made in full without any deduction, set off or abatement on any grounds.

9.3 In the event that the Client enters into administration, the Client shall pay each invoice submitted by Westgrove in full and in cleared funds within 7 days of the date of the invoice. Should an administrator be appointed in respect of the Client during a 28-day payment period referred to in clause 9.2 and an invoice has been outstanding for more than 7 days, the Client shall pay the invoice immediately.

9.4 Westgrove may, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by Westgrove to the Client.

9.5 Time for payment shall be of the essence. Westgrove, in the event of non-payment by the due date for payment, reserves the right to suspend the Work in whole or part. The Client shall indemnify Westgrove against all expenses and legal costs incurred by Westgrove in recovering overdue amounts. Interest shall be payable by the Client on overdue amounts (before as well as after judgement) at the rate prescribed by the Late Payment of Commercial Debt (Interest) Act 1998 from time to time on the outstanding amount until the Contract Price and/or charges are paid in full.

#### 10. QUALITY OF CLEANING SERVICES

10.1 This clause 10 shall only apply in respect of any Cleaning Services provided by Westgrove to the Client.

10.2 In respect of any Cleaning Services provided only, the Client is relying on its own skill and judgement in relation to the Work irrespective of any knowledge of Westgrove or its servants, agents or employees or as to the purpose for which the Work is supplied or its suitability.

10.3 In respect of any Cleaning Services provided only and subject to clause 10.2 and 10.4 Westgrove warrants that the Services shall be carried out with reasonable skill and care and the Goods shall, upon delivery, be of satisfactory quality and be reasonably fit for any purpose for which they are commonly supplied and all conditions, warranties or other terms whether express or implied, statutory or otherwise, inconsistent with this clause 10.3, are hereby expressly excluded to the fullest extent permitted by law.

10.4 The warranty given in clause 10.3 will not apply: (i) where the defect complained of arises from any specification supplied by the Client or arises from fair wear and tear, wilful damage, the Client's negligence, abnormal working conditions or misuse or alteration or repair of the Goods without Westgrove's approval or arises from any failure to follow Westgrove's instructions; (ii) if Westgrove or its agents are not given a reasonable opportunity to safely inspect the Work; (iii) if the total price for the Work has not been paid by the due date for payment; (iv) to any materials equipment or New Equipment not manufactured by Westgrove, in respect of which the Client shall only be entitled to the benefit of any warranty or guarantee as is given by the manufacturer or supplier to Westgrove; (v) unless Westgrove receives written notice of such defects within a reasonable time and in any event within 48 hours of the defect becoming apparent.

10.5 In respect of any Cleaning Services provided only, the obligations of Westgrove under the Contract are limited such that in the event of a breach by Westgrove of the warranty in clause 10.3 or any defect in any Work or any failure to deliver the Goods, Westgrove shall only be obliged (and shall have no further liability in contract, negligence or otherwise for any defect in quality of the Work) at its option either to credit the price (if already paid) attributable to such Work or repair, rectify, re-perform, replace or re-deliver such Work.

#### 11. LIABILITY FOR SECURITY SERVICES

11.1 This clause 11 shall only apply in respect of any Security Services provided by Westgrove to the Client. For Westgrove's liability in respect of Cleaning Services, see clause 12.

11.2 Westgrove has no special knowledge of the nature and value of the Contents of the Premises for which the Security Services are required or the risks to which the Premises or their Contents will be or may be from time to time exposed. The potential loss or damage which the Client might suffer is likely to be disproportionate to the sums that can be reasonably charged by Westgrove under the Contract. As the Client knows or should know the extent of such potential loss of damage and is therefore in the best position to do so, it should insure against all likely risks. Accordingly this clause 11 sets out the entire financial liability of Westgrove in respect of any Security Services provided (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the Client in respect of:

- (i) any breach of the Contract however arising; and
- (ii) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract; and
- (iii) any use made by the Client of the Services.

11.3 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

11.4 Westgrove accepts liability:

- (i) for death or personal injury resulting from negligence of Westgrove or its Security Officers acting in the course of their employment or engagement as the case may be;
- (ii) for any damage or liability incurred by the Client as a result of fraud or fraudulent misrepresentation by Westgrove; or
- (iii) up to the sum of £100,000 for direct physical damage to the Premises or their Contents to the extent which such damage or loss is caused by the negligence of Westgrove or its Security Officers whilst working on the Premises in the course of their employment or engagement as the case may be and the Client can (a) prove to the reasonable satisfaction of Westgrove that such damage was caused by the negligence of Westgrove or its Security Officers; (b) the Client notifies Westgrove of such damage within 48 hours of its occurrence.

11.5 Subject to clause 11.4, Westgrove shall not be liable to the Client in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever and whatsoever the cause thereof:

- (i) for any economic loss or any kind whatsoever, including without limit loss of profit, business contracts, revenues or anticipated savings; or
- (ii) for damage to the Client's reputation or goodwill; or
- (iii) for any loss resulting from any claim made by any third party; or
- (iv) for any special, indirect or consequential loss or damage of any nature whatsoever.

11.6 Without prejudice to clauses 11.4 and 11.5, Westgrove's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise arising by reason of or in connection with the Contract shall be limited to, in respect of any one single claim, the amount received by Westgrove in respect of that claim under its insurance policies.

11.7 For the avoidance of doubt, under no circumstances whatsoever shall Westgrove have any liability for:

- (i) any deliberately wrongful act, default or omission by any Security Officer of Westgrove acting in the course of his employment or engagement as the case may be unless such act, default or omission could have been avoided by the exercise of due care and diligence on the part of Westgrove as employer or principal as the case may be; or
  - (ii) its failure to perform the Services in accordance with the Contract due to circumstances beyond its reasonable control, including but not limited to the breakout of riots and similar circumstances.
- 11.8 This clause 11 shall survive termination of the Contract.

#### 12. LIABILITY FOR CLEANING SERVICES

12.1 This clause 12 shall only apply in respect of any Cleaning Services provided by Westgrove to the Client. For Westgrove's liability in respect of Security Services, see clause 11.

12.2 Nothing in the Conditions shall exclude or limit the liability of Westgrove for death or personal injury caused by Westgrove's negligence or fraudulent misrepresentation.

12.3 Subject to clause 12.2, Westgrove shall not be liable to the Client in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever and whatsoever the cause thereof:

- (i) for any economic loss or any kind whatsoever, including without limit loss of profit, business contracts, revenues or anticipated savings; or
- (ii) for damage to the Client's reputation or goodwill; or
- (iii) for any loss resulting from any claim made by any third party; or
- (iv) for any special, indirect or consequential loss or damage of any nature whatsoever; or
- (v) for any damage to the property of the Client unless (a) the Client can prove to the reasonable satisfaction of Westgrove that such damage was caused by the negligence of the servants or agents of Westgrove; (b) the Client notifies Westgrove of such damage within 48 hours of its occurrence and in any event Westgrove shall only be obliged (and shall have no further liability in contract, negligence or otherwise for any damage to the Client's property) at its sole option to either make good the damage or pay a reasonable amount in respect of the repair of such damage.

12.4 Without prejudice to clause 10.5, 12.2 and 12.3, Westgrove's liability in contract, tort (including negligence or breach of statutory duty) or otherwise arising by reason of or in connection with the Contract shall be limited to:

- (i) a sum equivalent to the Contract Price; or
- (ii) if greater, the amount received by Westgrove by the claim under its insurance policy covering such risks provided that nothing in this clause shall oblige Westgrove to obtain any insurance or claim upon any insurance which it holds, subject always to the total liability of Westgrove in contract, tort (including negligence or breach of statutory duty) or otherwise arising by reason of or in connection with the Contract, being limited to £5,000,000 (five million pounds).

12.5 This clause 12 shall survive termination of the Contract.

#### 13. INDEMNITY AND INSURANCE

13.1 Without prejudice to any of Westgrove's other rights or remedies, the Client shall be liable to Westgrove for and shall fully indemnify and keep Westgrove fully indemnified on demand against all liabilities, claims, actions, demands, expenses, costs (on a full indemnity basis) proceedings, losses (including without limit consequential loss and payments to any agents, employees, contractors or to other third parties who provide services on behalf of Westgrove) or damage suffered or incurred by Westgrove which arises directly or indirectly out of and all of the following: (i) in respect of any Security Services provided only, death or injury to any Security Officer which results from the Client's negligence; (ii) loss of or damage (including without limit as a result of fire damage) to any Westgrove Property whilst stored on the Premises; (iii) breach by the Client of the Contract; (iv) negligence and or any breach of statutory duty by the Client; (v) early termination of the Contract by the Client for any reason whatsoever (including but not limited to where the Client closes down the Premises or as a result of a site restructure); (vi) the costs of redundancies that arise under or in connection with the Contract and any other costs arising as a result of government legislation relating to period of notice for Westgrove's staff, or any associated costs so incurred.

13.2 The Client shall at all times during the continuance of the Contract and thereafter carry adequate insurances to indemnify Westgrove as set out in clause 13.1 and to cover all other liabilities of the Client under the Contract.

#### 14. TERMINATION

##### Termination by Westgrove

14.1 Without limiting its other rights or remedies, Westgrove may terminate the Contract with immediate effect by giving written notice to the Client if:

- (i) the Client commits a breach of the Contract and (if such breach is remediable) fails to remedy that breach within 30 days of being notified in writing of the breach;
- (ii) the Client fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment; or
- (iii) the Client repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract; or
- (iv) the Client enters into any form of insolvency including without limitation, bankruptcy, receivership, voluntary arrangement, administration or is unable to pay its debts as they fall due or the Client suffers a distress or execution or any other legal process to be levied or enforced or sued upon or against any part of the property, assets or revenue of the Client which is not discharged or staid within 7 days; or
- (v) the Client suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- (vi) the Client requests changes to the Work and Specification for which the parties cannot agree on a revised Contract Price; or
- (vii) the parties cannot agree on the Service Levels at a Service Level Review.

##### Termination by the Client

14.2 If the Client believes Westgrove is failing to meet the agreed Service Levels, it must notify Westgrove in writing and allow it 3 months to bring the Services back up to the required Service Levels. If, after the expiration of the 3 month period, the Client (acting reasonably) can demonstrate that the Service Levels are still not being met, the Client shall be entitled to give Westgrove 3 months written notice to terminate the Contract, such notice to expire at the end of a calendar month.

14.3 The Client shall be entitled to terminate the Contract with immediate effect by giving written notice to Westgrove if Westgrove enters into any form of insolvency including without limitation, bankruptcy, receivership, voluntary arrangement, administration or is unable to pay its debts as they fall due or Westgrove suffers a distress or execution or any other legal process to be levied or enforced or sued upon or against any part of the property, assets or revenue of Westgrove which is not discharged or staid within 7 days.

14.4 The Client shall accept all additional or early termination costs incurred by Westgrove from any third party sub-contractors utilised on site as part of a 'back to back agreement' with the Client.

#### 15. PROMISE TO REIMBURSE

In the event of early termination of the Contract for any reason, save under clause 14.2, the Client shall reimburse to Westgrove immediately upon demand the total costs of any and all New Equipment outstanding at the date of termination that would have otherwise been amortised at the end of the Term, or the end of the Extended Term (as the case may be), but for termination.

#### 16. FORCE MAJEURE

16.1 In the event that Westgrove is prevented or delayed in or from carrying out its obligations as a result of any cause beyond its control such as but not limited to: acts of God; government intervention or restriction, import or export regulations; war; terrorist attack; riots; lockouts; strikes or trade union disputes (including by and with Westgrove's own employees); interruption or failure of utility services including electrical power, gas and water failure; inadequate performance of, failure of or incorrect processing by computer systems; fire; flood; adverse weather conditions; default of suppliers or sub-contractors, or breakdown of plant, machinery or vehicles then: (i) Westgrove shall be relieved of its obligations and liabilities under the Contract for as long as such fulfillment is prevented; and (ii) Westgrove reserves the right to continue to charge for any Services which are prevented or delayed by such causes beyond its control.

16.2 If the force majeure event prevails for a continuous period of more than 12 months, either party may terminate the Contract by giving 14 days' written notice to the other party. On the expiry of this notice period, the Contract will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of the Contract occurring prior to such termination.

#### 17. DATA PROTECTION

17.1 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and Westgrove is the Processor.

17.2 Without prejudice to the generality of **Error! Bookmark not defined.**16.1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Westgrove and/or lawful collection of the Personal Data by Westgrove on behalf of the Client for the duration and purposes of this agreement.

17.3 Without prejudice to the generality of **Error! Bookmark not defined.**16.1, Westgrove shall, in relation to any Personal Data processed in connection with the performance by Westgrove of its obligations under this agreement:

- (i) process that Personal Data only on the documented written instructions of the Client unless Westgrove is required by applicable law to otherwise process that Personal Data;
- (ii) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to

Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- (iii) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (iv) not transfer any Personal Data outside of the UK unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
  - (a) the Client has provided appropriate safeguards in relation to the transfer;
  - (b) the Data Subject has enforceable rights and effective legal remedies;
  - (c) Westgrove complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
  - (d) Westgrove complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
  - (v) assist the Client, at the Client's cost, 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, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - (vi) notify the Client without undue delay on becoming aware of a Personal Data Breach; and
  - (vii) at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the agreement unless required by applicable law to store the Personal Data.

**18. ASSIGNMENT AND OTHER DEALINGS**

Each party may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract, providing it obtains the other party's prior written consent, such consent not to be unreasonably withheld or delayed.

**19. GOVERNING LAW AND JURISDICTION**

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