



# COMMERCIAL MANAGEMEMENT SYSTEM

## GENERAL TERMS & CONDITIONS

### FOR SERVICES

Unity World Ltd	
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## 1 Definitions and interpretation

1.1 In these General T&Cs the following definitions apply:

**Applicable Law** means all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local or national;

**Bribery Laws** means the Bribery Act 2010 and all Applicable Laws in connection with bribery or anti-corruption;

**Business Day** means a day other than a Saturday, Sunday or bank or public holiday when banks generally are open for non-automated business *in England*;

**General T&Cs** means the Supplier's general terms and conditions of sale for Services set out in this document;

**Confidential Information** means any commercial, financial or technical information, information relating to the Services, know-how or trade secrets which is obviously confidential in nature or has been identified as confidential;

**Contract** means the agreement between the Supplier and the Customer for the sale and purchase of the Services that comes into effect in accordance with the provisions of Clause 2 and includes the Order and these General T&Cs and incorporates any one or more of the following:

1. Services Schedule;
2. Documentation;
3. Specification; and
4. any other schedules, attachments, annexures, statements of work, method statements, technical specifications and personnel descriptions

either referred to in or attached to the Order.

A contract may be formed between a Customer and with one or more Unity Group Companies under a single Contract for the purposes of providing the Services;

**Contract Date** means the date on which the Contract comes into existence under Clause 2, which may not be the same as the Service Commencement Date;

**Customer** means the party (other than an authorised reseller of any Unity World Group Company services) named and identified as the Supplier's customer in the Contract together with any other members of the Supplier's Group which have executed the Contract either as a principal or through the agency of another member of the Customer's Group;

<b>Customer Credit</b>	means any credit limit or credit terms that are established for a Customer by the Supplier in respect of the Services;
<b>Data Protection Laws</b>	means, as binding on either party or the Deliverables: <ul style="list-style-type: none"> <li>(a) the GDPR;</li> <li>(b) the Data Protection Act 2018;</li> <li>(c) any laws which implement any such laws; and</li> <li>(d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;</li> </ul>
<b>Direct Charges</b>	means all fees, costs, charges (including VAT) of any kind to be paid by the Customer to the Supplier under or pursuant to the Contract;
<b>Documentation</b>	means any descriptions, instructions, manuals, literature, technical details or other related materials supplied in connection with the Services;
<b>Force Majeure</b>	means an event or sequence of events beyond a party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, pandemic, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for performance of the Contract, strike, lockout or boycott or other industrial action including those involving the Supplier's or its suppliers' workforce, but excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay;
<b>GDPR</b>	means the General Data Protection Regulation, Regulation (EU) 2016/679, as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time);
<b>Group</b>	means a company and each of its Subsidiaries and <b>Group Company</b> means any of them;
<b>Intellectual Property Rights</b>	means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in software, rights in Confidential Information, rights to invention, rights to sue for passing off, domain names and all other intellectual property rights and similar rights and, in each case: <ul style="list-style-type: none"> <li>(a) whether registered or not</li> <li>(b) including any applications to protect or register such rights</li> <li>(c) including all renewals and extensions of such rights or applications</li> </ul>

	(d) whether vested, contingent or future
	(e) to which the relevant party is or may be entitled, and
	(f) in whichever part of the world existing;
<b>Location</b>	means the principal address or addresses for the performance of the Services as set out in the Order or such other address or addresses as notified by the Supplier to the Customer otherwise than in the Contract;
<b>New Service</b>	means a service of any description that is not being provided to a Customer by the Supplier under an existing Contract;
<b>Order</b>	means the details and content set out in an order form issued by the Supplier in respect of the Services that is capable of acceptance by the Customer under Clause 2. The format of an Order may vary between Unity Group Companies and a single order form may be used for a Contract where two or more Unity Group Companies are the Supplier of Services;
<b>Personal Data</b>	has the meaning given in the applicable <b>Data Protection Laws</b> from time to time;
<b>Price</b>	has the meaning given in Clauses 3.1 and 3.2;
<b>Processing</b>	has the meaning given to it in applicable <b>Data Protection Laws</b> from time to time (and related expressions, including <b>process</b> , <b>processed</b> , and <b>processes</b> shall be construed accordingly);
<b>Products</b>	means any physical equipment, products, accessories, computer hardware, spare parts and Documentation and any other physical material set out in the Order or which are understood by the parties to be ancillary to the Services and to be supplied or procured by the Supplier in accordance with the Contract;
<b>Protected Data</b>	means Personal Data received from or on behalf of the Customer in connection with the performance of the Supplier's obligations under the Contract;
<b>Quotation</b>	means a quotation in writing for Services provided by the Supplier to the Customer;
<b>Services</b>	means the services set out in the Order including any Products to be supplied by the Supplier to the Customer in accordance with the Contract. Details of the Services will be set out in a Services Schedule;
<b>Services Schedule</b>	means a schedule forming part of the Contract setting out the specific detailed services including any supplementary terms and conditions on which they are to be performed for the Customer by the Supplier under the Contract and including, where applicable, the details of any Unity Software and Products to be supplied to the Customer and details of any Supplier

	Personnel, Technical Support, Unity Technicians and Unity Employees who are to participate in the delivery of the Services;
<b>Service Commencement Date</b>	means the date on which the Services start as specified in the Contract;
<b>Specification</b>	means a description or Documentation provided for the Services and set out or referred to in the Contract;
<b>Subsidiary</b>	means a subsidiary as defined by section 1159 Companies Act 2006;
<b>Supplier</b>	means either Unity World acting as agent for and on behalf of a named Unity World Group Company in the Order or the Unity Group Company named as the principal supplier of Services in an Order and / or in a Service Schedule to which these General T&Cs apply. The Supplier may be more than one Unity World Group Company depending on the Services to be provided to the Customer under a Contract;
<b>Supplier Personnel</b>	means employees, officers, staff, other workers, agents and consultants of the Supplier, and any of their sub-contractors who are engaged in the performance of the Services from time to time;
<b>Technical Support</b>	means any technical support service to be provided by the Supplier under a Contract and that is described as such in a Specification and/or Services Schedule;
<b>Term</b>	means the period during which the Contract remains in force between the Customer and the Supplier;
<b>Third Party Charges</b>	means all fees, costs, charges (including VAT) of any kind to be paid by the Customer to a Third Party Supplier;
<b>Third Party Product</b>	means any goods supplied by a third party to the Customer as part of the implementation of the Services by the Supplier;
<b>Third Party Supplier</b>	means any person, firm, company or other entity who is required or agrees to supply Products or services to the Customer ancillary to any Services and as the same may be specified or nominated to the Customer by the Supplier in the Contract;
<b>Unity Employee</b>	means an employee of a Unity Group Company;
<b>Unity Software</b>	means any software, excluding Third Party Software, licensed to the Customer by a Unity Group Company pursuant to a Contract;
<b>Unity World or UWG</b>	means Unity World Ltd a company registered under number 10503317 whose registered office is at Brunel House, Brunel Road, Middlesbrough, England, TS6 6JA;

<b>Unity World Group Company</b>	means any of the companies listed in Schedule A together with the general role and/or scope of Services that each such company performs and is responsible for, subject always to the provisions of a Services Schedule;
<b>UWG Website</b>	means the website of any Unity World Group Company from time to time;
<b>VAT</b>	means value added tax under the Value Added Tax Act 1994 or any other similar sale or fiscal tax applying to the sale of the Services.

- 1.2 In these General T&Cs, unless the context otherwise requires:
- 1.2.1 a reference to the Contract includes these General T&Cs, the Order, and their respective Services Schedules, appendices and annexes (if any);
  - 1.2.2 any Clause, schedule or other headings in these General T&Cs are included for convenience only and shall have no effect on the interpretation of these General T&Cs;
  - 1.2.3 a reference to a ‘party’ means either the Supplier or the Customer and includes that party’s personal representatives, successors and permitted assigns;
  - 1.2.4 a reference to a ‘person’ includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person’s personal representatives, successors and permitted assigns;
  - 1.2.5 a reference to a ‘company’ includes any company, corporation or other body corporate, wherever and however incorporated or established;
  - 1.2.6 a reference to a gender includes each other gender;
  - 1.2.7 words in the singular include the plural and vice versa;
  - 1.2.8 any words that follow ‘include’, ‘includes’, ‘including’, ‘in particular’ or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
  - 1.2.9 a reference to ‘writing’ or ‘written’ includes any method of reproducing words in a legible and non-transitory form;
  - 1.2.10 without prejudice to the provisions of Clause 155, a reference to legislation is a reference to that legislation amended, extended, re-enacted or consolidated from time to time except to the extent that any such amendment, extension or re-enactment would increase or alter the liability of a party under the Contract;
  - 1.2.11 without prejudice to the provisions of Clause 15, a reference to legislation includes all subordinate legislation made from time to time under that legislation; and
  - 1.2.12 a reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other

than England, be deemed to include a reference to that which most nearly approximates to the English equivalent in that jurisdiction.

## **2 Application of these General T&Cs**

- 2.1 These General T&Cs apply to and form part of the Contract between the Supplier and the Customer. They supersede any previously issued terms and conditions of purchase or supply.
- 2.2 No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or in any other document shall form any part of the Contract and are expressly excluded therefrom except and only to the extent that the Supplier otherwise agrees in writing.
- 2.3 No variation of these General T&Cs or to an Order or to the Contract or to any document comprising the Contract, shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of each of the Customer and the Supplier respectively.
- 2.4 Each Order shall be an offer by the Customer to purchase the Service from the Supplier subject to the Contract including these General T&Cs.
- 2.5 If the Supplier does not wish or is unable to accept an Order, it shall notify the Customer in writing as soon as reasonably practicable after the Order has been prepared and issued by or to the Customer.
- 2.6 The offer constituted by an Order shall remain in effect and capable of being accepted by the Supplier for the number of Business Days or up until the date that is specified in the Order, after which time it shall automatically lapse and be withdrawn.
- 2.7 The Supplier may accept or reject an Order at its discretion. An Order shall not be accepted, and no binding obligation to supply any Services shall arise, until the earlier of:
  - 2.7.1 the Supplier's written unqualified acceptance of the Order sent to the Supplier; or
  - 2.7.2 the Supplier delivering or performing the Services or notifying the Customer that they are ready to be delivered or performed (as the case may be).
- 2.8 Rejection by the Supplier of an Order, including any communication that may accompany such rejection, shall under no circumstances constitute a counter-offer capable of acceptance by the Customer.
- 2.9 A Quotation by a Unity World Group Company shall:
  - 2.9.1 remain valid for the period stated or if no period is stated it shall remain valid for thirty days when its validity shall expire unless extended in writing by the Supplier;
  - 2.9.2 be applicable only to the party named in it;
  - 2.9.3 not be contractually binding on the Supplier which shall be free to vary any details in it for any reason;
  - 2.9.4 not have to contain all of the relevant information and details that are to be included in a Contract;
  - 2.9.5 not constitute any form of representation or warranty as to the quality or performance of any of the Services to be performed by the Supplier; and
  - 2.9.6 only constitute an invitation to treat and shall not be an offer to supply Services and is incapable of being accepted by any party

- 2.10 Marketing and all other promotional materials of any kind issued by a Unity World Group Company including any contained on a UWG Website relating to any of the services that may or may not be the subject of a Quotation and/or may be included as a Service under a Contract and that are delivered to or otherwise made available by the Supplier are illustrative only and do not form part of the Contract.
- 2.11 If there is an actual or potential conflict between the provisions of any document, the order of priority is, unless stated otherwise:
- 2.11.1 Services Schedule;
  - 2.11.2 Specification;
  - 2.11.3 These General T&Cs;
  - 2.11.4 Order;
  - 2.11.5 Quotation;
  - 2.11.6 Any other document.
- 2.12 Unity World may enter into a Contract with a Customer as agent for and on behalf of any one or more Unity World Group Company, which will be named in an Order and shall perform and be responsible for the Services.
- 2.13 If Unity World does enter into a Contract as agent for a Unity World Company, the Customer will have no contractual or other legal rights or remedies directly against Unity World itself and will instead be contractually bound on the terms of the Contract to any Unity World Group Company that is named or identified in a Contract as the Supplier as if such Unity World Group Company had entered into it directly with the Customer.
- 2.14 Unity World confirms that it has all necessary authority from each Unity World Group Company to enter into a Contract for Services on its behalf.
- 2.15 The Customer warrants and agrees that as at the Contract Date it is duly and legally constituted and established, that it is not subject to or threatened by any foreclosure, bankruptcy, administration or striking off process of any kind, and is duly authorised to carry on its trade, business or profession and has all necessary powers, rights and authority to enter into a Contract with the Supplier and to perform its obligations under a Contract having entered into it and that it further understands that by entering a Contract it is a business to business transaction to which consumer protection legislation does not apply.
- 2.16 Where more than one member of the Customer's Group enters into a Contract they do so jointly and severally and the Supplier may enforce any of its rights under the Contract against any one or more of such members of the Customer's Group.
- 2.17 If any time during the Term the Customer wishes to obtain a New Service it may only do so if an additional Order is placed with and accepted by the relevant Unity Group Company in accordance with these General T&Cs.
- 2.18 Any New Service may be included as part of an existing Contract at the sole discretion of the Supplier or alternatively the Customer accepts that a new contract may be required to be entered into with the relevant Unity Group Company.
- 2.19 Any New Service that is included in an existing Contract shall be subject in all respects to these General T&Cs, unless otherwise agreed in writing.



### **3 Price**

- 3.1 The price to be paid by the Customer and its method of calculation for each Service to be provided under the Contract will be as set out in the Order or, where no such provision is set out, it shall be calculated in accordance with the Supplier's scale of charges in force from time to time as notified to the Customer at or before the date the Order is accepted by the Supplier.
- 3.2 Unless otherwise stated, the Price will be exclusive of:
- 3.2.1 Third Party Charges;
- 3.2.2 items specified in the Order as being excluded from the Price and which will be charged and invoiced to the Customer by the Supplier separately;
- (a) Business vehicle mileage 45p per mile
  - (b) Hotel accommodation £100 per person, per night
  - (c) Subsistence £50 per person, per night
  - (d) General expenses (parking, congestion etc.) charged at cost plus 15% handling charge
  - (e) Deliver of products, cost (cost based on weight of items to be sent, priority status and insurance) plus 15% handling charge
- 3.2.3 VAT;
- 3.3 The Customer shall pay any applicable VAT to the Supplier on receipt of a valid VAT invoice.
- 3.4 The Supplier may increase the Prices at any time by giving the Customer not less than fourteen Business Days' notice in writing.
- 3.5 Notwithstanding Clause 3.4, the Supplier may increase the Prices with immediate effect by written notice to the Customer where there is an increase in the direct cost to the Supplier of supplying the relevant Services which exceeds 3% and which is due to any factor beyond the control of the Supplier.

### **4 Payment**

- 4.1 UWG as agent for and on behalf of the relevant Unity World Companies as the Supplier shall invoice the Customer for the Services, partially or in full, at any time following acceptance of an Order.
- 4.2 The Customer shall, unless otherwise specified in writing, pay all invoices (including those under Clause 3.2.2) to UWG as agent for and on behalf of the relevant Unity World Companies as the Supplier:
- 4.2.1 in full without any deduction or set-off, in cleared funds within seven days of the date of each invoice unless otherwise stated in the Order or the invoice; and
- 4.2.2 unless otherwise stated in an Order or Services Schedule, to the following bank account irrespective of which Unity World Group company provides the Services being invoiced:
- HSBC Plc, 60 Albert Road, Middlesbrough, TS1 1RS
- Sort code #: 40-33-01      Account #: 34058364
- 4.3 Time of payment is of the essence. Where sums due under these General T&Cs are not paid in full by the due date:

4.3.1 the Supplier may, without limiting its other rights, charge interest on such sums at 7% a year above the base rate of HSBC Plc from time to time in force, and

4.3.2 interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.

4.4 At the option of the Supplier, the Customer may be issued with a receipt for particular payments it has made for the Services and if such receipt is issued on behalf of the Supplier by Unity World it shall be a good and sufficient discharge of a Customer's payment obligation to the Supplier under the Contract in respect of an invoice.

## **5 Checks and Customer Credit**

5.1 The Supplier may for the purposes of deciding on Customer Credit or for any other purpose connected with entering into a Contract or delivering the Services carry out such credit and other checks on a prospective customer and on a Customer and its business at any time that it deems necessary and is not obliged to disclose the sources or results of any such checks to a prospective customer or Customer, all of which shall remain confidential to the Supplier.

5.2 The checks that the Supplier may carry out under Clause 5.1 include but are not limited to the following:

5.2.1 a Customer's or prospective customer's own records and those on any public register including at Companies House;

5.2.2 credit reference agencies;

5.2.3 fraud prevention agencies;

5.2.4 law enforcement agencies; and

5.2.5 regulatory bodies;

5.3 Notwithstanding Clause 5.1, the Supplier may at any time during the Term request for any clarification or additional information that it requires.

5.4 The Supplier may set and vary Customer Credit limits and terms from time to time and may withhold all or any further Services if in the Supplier's opinion the Customer exceeds or breaches any such Customer Credit.

5.5 Any Customer Credit set or varied by the Supplier will be notified to the Customer in writing either at the start of the Contract or at any time during the Term and the Customer undertakes to accept and abide any such Customer Credit.

## **6 Performance of Services**

6.1 Subject to the Customer's compliance with these General T&Cs and all other terms of the Contract, the Supplier shall only be required to deliver the Services as from the Service Commencement Date.

6.2 The Supplier will exercise reasonable skill and care in providing the Services.

6.3 The Supplier does not guarantee that any Service will be continuously available and/or fault-free. The Customer acknowledges that faults, disruptions and failures in a Service may occur from time to time.

6.4 The Supplier will endeavour to supply the Services subject to technical and commercial feasibility.

- 6.5 The Supplier shall be entitled to change the way it provides any Service, provided that any change to the way it provides such Service does not have a materially detrimental effect on the Customer.
- 6.6 The Supplier shall use reasonable endeavours to provide the Services within any time periods and/or by any date indicated to the Customer, but all time periods and dates (including the Target Delivery Date) are estimates and the Supplier shall have no liability for any failure to meet any date or perform any of its obligations within the time period indicated
- 6.7 The Services will be performed by the Supplier at the Location on the date(s) specified in the Order.
- 6.8 The Services may be suspended by the Supplier at any time:
- 6.8.1 for operational or technical reasons in which case the Supplier will endeavour to notify the Customer prior to such suspension and to try to minimise the effects of the suspension on the Customer;
  - 6.8.2 if the Supplier reasonably believes or suspect that the Services are being used by anyone fraudulently or illegally;
  - 6.8.3 if the Supplier reasonably believes that the Customer is or is likely to be in breach of the Contract; or
  - 6.8.4 under the terms of a Services Schedule.
- 6.9 Time is not of the essence in relation to the performance or delivery of the Deliverables. The Supplier shall use its reasonable endeavours to meet estimated dates for delivery and performance, but any such dates are indicative only.
- 6.10 The Supplier shall not be liable for any delay in or failure of performance of any Services caused directly or indirectly by:
- 6.10.1 the Customer's failure to make the Location available;
  - 6.10.2 the Customer's failure to prepare the Location in accordance with the Supplier's instructions;
  - 6.10.3 the Customer's failure to provide the Supplier with adequate instructions for performance or otherwise relating to the Services;
  - 6.10.4 the Customer's failure to operate, maintain, service, insure or look after the Location or any Products;
  - 6.10.5 the Customer's failure to comply with any instructions issued by the Supplier or by any Third Party Supplier;
  - 6.10.6 any carelessness, inattention or negligence of any employee, agent, consultant of the Customer;
  - 6.10.7 any act or omission by the Supplier that is in breach of the Contract or of any warranty or guarantee provided by the Supplier in respect of the Services or provided by any Third Party Supplier;
  - 6.10.8 Force Majeure.
- 6.11 If any Products are included as part of the Contract then:
- 6.11.1 they shall be delivered by the Supplier, or by its nominated carrier, to the Location on the date(s) specified in the Order;
  - 6.11.2 they shall be deemed delivered on their arrival at the Location (or such other location named in the Order) by the Supplier or its nominated carrier (as the case may be);

- 6.11.3 the risk in them shall pass to the Customer on their delivery to the Location or to such other place where the services are to be performed;
- 6.11.4 the title in them shall pass to the Customer when they have been paid for by the Customer under the Contract;
- 6.11.5 the Customer shall store and insure the Products and shall pay all storage and insurance charges if it fails to accept their delivery in the manner, time and location provided for in the Contract;
- 6.11.6 until such time as the title in the Products passes to the Customer it shall
- (a) hold the Products as bailee for the Supplier;
  - (b) store the Products separately from all other material in the Customer's possession;
  - (c) take all reasonable care of the Products and keep them in the condition in which they were delivered;
  - (d) insure the Products from the date of delivery: (i) with a reputable insurer (ii) against all risks (iii) for an amount at least equal to their Price (iv) noting the Supplier's interest on the policy;
  - (e) ensure that the Products are clearly identifiable as belonging to the Supplier;
  - (f) not remove or alter any mark on or packaging of the Products;
  - (g) inform the Supplier immediately if it becomes subject to any of the events or circumstances set out in Clauses 17.1.1 to 17.1.4 or 17.2.1 to 17.33; and
  - (h) on reasonable notice permit the Supplier to inspect the Products during the Customer's normal business hours and provide the Supplier with such information concerning the Products as the Supplier may request from time to time.
- 6.11.7 If, at any time before title to the Products has passed to the Customer, the Customer informs the Supplier, or the Supplier reasonably believes, that the Customer has or is likely to become subject to any of the events specified in Clauses 17.1.1 to 17.1.4 or 17.2.1 to 17.3, the Supplier may:
- (a) require the Customer at the Customer's expense to re-deliver the Products to the Supplier; and
  - (b) if the Customer fails to do so promptly, enter any premises where the Products are stored and repossess them.

## **7 Warranty**

- 7.1 The Supplier will provide the Customer with such warranties and guarantees in respect of the Services as are set out in the Contract.
- 7.2 The Supplier's warranties and guarantees will be subject to the terms and conditions set out in the relevant Contract document and no other warranty or guarantee is given in or implied by these General T&Cs.
- 7.3 Except as set out in and contemplated by this Clause 7, the Supplier gives no warranty and makes no representations in relation to the Services or the Products; and
- 7.4 All warranties and conditions (including the conditions implied by ss 12–16 of the Supply of Products and Services Act 1982 and ss 13–15 of the Sale of Products Act 1979), whether express or implied by statute, common law or otherwise are excluded to the extent permitted.

## **8 Customer's Obligations**

- 8.1 The Customer shall throughout the Term:
- 8.1.1 comply with the terms of the Contract in all respects;

- 8.1.2 provide the Supplier with the name and contact details of one or more senior employees who are suitably qualified and duly authorised to communicate with the Supplier in connection with the Services;
- 8.1.3 notify the Customer in writing without delay of any changes in the details of an employee named under Clause 8.1.2;
- 8.1.4 shall provide Supplier with any and all information and/or assistance that the Supplier may require in order to perform the Services. The Customer shall ensure the information is complete and accurate. The Supplier shall not be responsible for any failure and/or delay to provide the Services if such failure and/or delay is a result of the Customer's failure to provide the Supplier with the required information and/or assistance. The Customer shall reimburse the Supplier for any administrative charges that it incurs as a result of information that it receives in accordance with this Clause 8.1.4 that is incomplete or inaccurate
- 8.1.5 provide the Supplier with any and all information and materials reasonably required, including information in relation to health and safety and the environment, without undue delay, and ensure the information provided is accurate and complete;
- 8.1.6 complete any preparation activities that the Supplier may request to enable the Customer to receive the Services promptly and in accordance with any timescales set out in the Contract;
- 8.1.7 cooperate with the Supplier and comply with any reasonable requests the Supplier makes to help the Supplier provide the Services;
- 8.1.8 comply with all Applicable Laws and regulations;
- 8.1.9 provide timely access to the Location and to the Customer's office or business premises and to such other facilities and information as is requested by the Supplier for the purpose of delivering the Services;
- 8.1.10 comply with any instructions from Supplier relating to the use of the Services;
- 8.1.11 not use the Services in a manner which is inconsistent with a reasonable customer's good faith use of the Services;
- 8.1.12 not use the Services in a manner which, in the Supplier's opinion, will or is likely to adversely affect the provision of the Services to the Customer
- 8.1.13 not use the Services fraudulently or in connection with a criminal offence;
- 8.1.14 not make use of the Services to send, knowingly receive, store or communicate any material which is unlawful, offensive, abusive, indecent, defamatory, obscene or menacing, a nuisance or a hoax;
- 8.1.15 not use the Services in a way that contravenes any licence, code of practice, instructions or guidelines by a relevant regulatory authority;
- 8.1.16 not use the Services in a way that is in contravention of a Third Party's rights (including but not limited to Intellectual Property Rights);
- 8.1.17 not use the Services to spam or to send unsolicited advertising or promotional material;
- 8.1.18 not use the Services in any way which causes annoyance, inconvenience or needless anxiety as set out in the Communications Act 2003;

- 8.1.19 not use the Services in a manner which may damage the reputation of the Supplier or any other Unity Group Company or otherwise bring Company into disrepute;
  - 8.1.20 not use the Services for the processing of automated personal data as defined in the Data Protection Act 1998;
  - 8.1.21 hold and continue to hold and keep in force any licences, consents and/or notifications required under any applicable legislation, regulation and/or administrative order to receive and use the Services;
  - 8.1.22 notify the Supplier of any methods of doing business which may affect the Customer's use of the Services or the Customer's ability to comply with the terms of the Contract;
  - 8.1.23 comply with the Supplier's reasonable instructions relating to health, safety, security in relation to any of the Services;
  - 8.1.24 comply with all applicable laws and regulatory provisions;
  - 8.1.25 comply with any applicable fair use policy that the Supplier may issue from time to time; and
  - 8.1.26 Not damage the Supplier through the introduction of any virus or otherwise.
- 8.2 The Customer confirms and agrees that it is procuring the Services solely for its own business use and that it will not re-sell or otherwise act as any form of distributor in respect of the Services.
- 8.3 The Customer shall notify the Supplier immediately (and confirm in writing) on first becoming aware by whatever means that any person is making improper or illegal use of the Services. The Customer shall indemnify Company fully against all losses, liabilities, costs including without limitation legal costs) and expenses which the Supplier may suffer or incur as a result of any fraud, illegal or improper use (with or without Customer's authorisation) of any of the Services.
- 8.4 The Customer acknowledges that if any of the Services enable or require access to the internet then that use of the internet is solely at the Customer's risk and subject to all Applicable Laws. The Supplier has no responsibility for any information, software, services, goods or other materials obtained by the Customer using the internet.
- 8.5 The Customer warrants to the Supplier that it will take all reasonable steps (including testing with the latest commercially available virus detection software) to ensure that any software used with or in connection with the Services is not infected by malware, viruses and/or logic bombs, worms, trojan horses and any other types of disruptive, destructive or nuisance programs or algorithms.

## **9 Anti-bribery**

- 9.1 For the purposes of this Clause 9 the expressions '**adequate procedures**' and '**associated with**' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.
- 9.2 Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:
- 9.2.1 all of that party's personnel;
  - 9.2.2 all others associated with that party; and
  - 9.2.3 all of that party's subcontractors;

involved in performing the Contract so comply.

9.3 Without limitation to Clause 9.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

9.4 The Customer shall immediately notify the Supplier as soon as it becomes aware of a breach or possible breach by the Customer of any of the requirements in this Clause 8.

## **10 Anti-slavery**

10.1 The Supplier shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy.

10.2 The Customer undertakes, confirms and agrees that:

10.2.1 it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy;

10.2.2 it has implemented due diligence procedures to ensure compliance with the Modern Slavery Act 2015 and the Modern Slavery Policy in its business and supply chain, and those of its officers, employees, agents or subcontractors, which will be made available to the Supplier on request at any time throughout the Contract;

10.3 The Customer shall notify the Supplier immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of the Customer's obligations under Clause 10.2. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Customer's obligations.

## **11 Indemnity and insurance**

11.1 The Customer shall indemnify, and keep indemnified, the Supplier from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by the Supplier as a result of or in connection with the Customer's breach of any of the Customer's obligations under the Contract.

11.2 The Customer shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom to cover its obligations under the Contract. On request, the Customer shall supply so far as is reasonable evidence of the maintenance of the insurance and all of its terms from time to time applicable.

## **12 Limitation of liability**

12.1 The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this Clause 12.

12.2 Subject to Clauses 12.5 and 12.6, the Supplier's total liability shall not exceed the sum of £250,000

12.3 Subject to Clauses 12.5 and 12.6, the Supplier shall not be liable for consequential, indirect or special losses.

12.4 Subject to Clauses 12.5 and 12.6 the Supplier shall not be liable for any of the following (whether direct or indirect):

12.4.1 loss of profit;

12.4.2 loss or corruption of data;

- 12.4.3 loss of use;
  - 12.4.4 loss of production;
  - 12.4.5 loss of contract;
  - 12.4.6 loss of opportunity;
  - 12.4.7 loss of savings, discount or rebate (whether actual or anticipated);
  - 12.4.8 harm to reputation or loss of goodwill.
- 12.5 The limitations of liability set out in Clauses 12.2 to 12.4 shall not apply in respect of any indemnities given by the Customer under the Contract.
- 12.6 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:
- 12.6.1 death or personal injury caused by negligence;
  - 12.6.2 fraud or fraudulent misrepresentation;
  - 12.6.3 any other losses which cannot be excluded or limited by Applicable Law;
  - 12.6.4 any losses caused by wilful misconduct.

### **13 Intellectual property**

- 13.1 Unless otherwise stated in the Contract, title to, and all Intellectual Property Rights, including without limitation, copyright in and to Documentation produced by the Supplier and all parts thereof will be and remain vested in and be the absolute property of the Supplier unless and the Supplier grants a non-exclusive, non-transferable, royalty free license to the Customer to use and reproduce the Documentation to the extent necessary solely for the purpose of receiving the benefit of the Services throughout the Term.
- 13.2 All other information or materials exchanged between the Supplier and the Customer in connection with the Contract, together with the copyright therein, will remain the property of the Supplier, the Third Party Supplier or the Customer as applicable.
- 13.3 The Customer undertakes not to copy, alter, adapt, translate, any Documentation (or any part of it), unless expressly permitted to do so by the Supplier.
- 13.4 The Customer will not be entitled to and agrees not to:
- 13.4.1 use in the course of its trade, business, profession or otherwise in relation to any goods or services of the Customer any registered or unregistered trademark, logotype or abbreviation of the name of the Supplier or any part thereof so that any person might reasonably import a connection between those goods or services and the Supplier (or any of its suppliers) or any part thereof;
  - 13.4.2 register or attempt to register as a trade mark anything referred to in Clause 13.4.1; and/or;
  - 13.4.3. authorise any Third Party to do anything referred to in Clause 13.4.2.
- 13.5 The Customer further agrees not to infringe any copyright, or registered or unregistered trademark rights belonging to any Third Party Supplier in respect of any Third Party Product.



## **14 Confidentiality and announcements**

14.1 The Customer shall throughout the Term keep confidential all Confidential Information of the Supplier and shall only use the same as required to perform the Contract. The provisions of this Clause shall not apply to:

14.1.1 any information which was in the public domain at the date of the Contract;

14.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;

14.1.3 any information which is independently developed by the Customer without using information supplied by the Supplier; or

14.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.

except that the provisions of Clauses 14.1.1 to 14.1.3 shall not apply to information to which Clause 14.4 relates.

14.2 This Clause 14 shall remain in force for a period of three years after termination of the Contract.

14.3 The Customer shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.

14.4 To the extent any Confidential Information is Protected Data such Confidential Information may be disclosed or used only to the extent such disclosure or use is in compliance with and does not conflict with any provisions of Clause 14.1.

## **15 Processing of Personal Data**

15.1 All Personal Data that either Party (“First Party”) may use will be collected, processed, and held by that First Party in accordance with the provisions of **the Data Protection Laws**, the rights under the **Data Protection Laws** of the other Party (“Other Party”) and the rights under the **Data Protection Laws** of third parties.

15.2 For complete details of the Supplier’s collection, processing, storage, and retention of Personal Data including, but not limited to, the purpose(s) for which Personal Data is used, the legal basis or bases for using it, details of the Customer’s and third parties’ rights and how to exercise them, and Personal Data sharing (where applicable), the Customer should refer to the Supplier’s Privacy Notice published on the following website [www.unity.world/privacypolicy](http://www.unity.world/privacypolicy).

## **16 Force majeure**

Neither party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from Force Majeure. The party subject to the Force Majeure event shall promptly notify the other party in writing when such the event causes a delay or failure in performance and when it ceases to do so. If the Force Majeure event continues for a continuous period of more than twenty-one days, either party may terminate the Contract by written notice to the other party.

## **17 Termination**

17.1 The Supplier may terminate the Contract at any time by giving notice in writing to the Customer if:

17.1.1 the Customer commits a breach of the Contract and such breach is not remediable;

17.1.2 the Customer commits a breach of the Contract which is not remedied within ten Business Days of receiving written notice of such breach from the Supplier;

- 17.1.3 the Customer has failed to pay any amount due under the Contract on the due date and such amount remains unpaid for ten days after the Supplier has given notification that the payment is overdue; or
  - 17.1.4 any consent, licence or authorisation held by the Customer is revoked or modified such that the Customer is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.
- 17.2 The Supplier may terminate the Contract at any time by giving notice in writing to the Customer if the Customer:
- 17.2.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
  - 17.2.2 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the Supplier reasonably believes that to be the case;
  - 17.2.3 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
  - 17.2.4 becomes subject to a moratorium under Part A1 of the Insolvency Act 1986;
  - 17.2.5 becomes subject to a restructuring plan under Part 26A of the Companies Act 2006;
  - 17.2.6 becomes subject to a scheme of arrangement under Part 26 of the Companies Act 2006;
  - 17.2.7 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
  - 17.2.8 has a resolution passed for its winding up;
  - 17.2.9 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
  - 17.2.10 is subject to any procedure for the taking control of its Products that is not withdrawn or discharged within *seven* days of that procedure being commenced;
  - 17.2.11 has a freezing order made against it;
  - 17.2.12 is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title in those items;
  - 17.2.13 is subject to any events or circumstances analogous to those in Clauses 17.2.1 to 17.2.12 in any jurisdiction;
- 17.3 The Supplier may terminate the Contract at any time by giving not less than 60 days' notice in writing to the Customer if the Customer undergoes a change of Control or if it is realistically anticipated that it shall undergo a change of Control within two months. For the purposes of this Clause 17.3 "Control" means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company.
- 17.4 The right of the Supplier to terminate the Contract pursuant to Clause 17.2 shall not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation, reconstruction or merger (where applicable) where the amalgamated, reconstructed or merged party agrees to adhere to the Contract.
- 17.5 If the Customer becomes aware that any event has occurred, or circumstances exist, which may entitle the Supplier to terminate the Contract under this Clause 17, it shall immediately notify the Supplier in writing.

- 17.6 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of the Supplier at any time up to the date of termination.

## **18 Notices**

- 18.1 Any notice or other communication given by a party under these General T&Cs shall:

18.1.1 be in writing and in English;

18.1.2 be signed by, or on behalf of, the party giving it (except for notices sent by email); and

18.1.3 be sent to the relevant party at the address set out in the Contract

- 18.2 Notices may be given, and are deemed received:

18.2.1 by hand: on receipt of a signature at the time of delivery;

18.2.2 by *Royal Mail Recorded Signed For* post: at 9.00 am on the *second* Business Day after posting; and

18.2.3 by email on receipt of a delivery or read receipt email from the correct address.

- 18.3 Any change to the contact details of a party as set out in the Contract shall be notified to the other party in accordance with Clause 18.1 and shall be effective:

18.3.1 on the date specified in the notice as being the date of such change; or

18.3.2 if no date is so specified, five Business Days after the notice is deemed to be received.

- 18.4 All references to time are to the local time at the place of deemed receipt.

- 18.5 This Clause 18 does not apply to notices given in legal proceedings or arbitration.

## **19 Cumulative remedies**

The rights and remedies provided in the Contract for the Supplier only are cumulative and not exclusive of any rights and remedies provided by law.

## **20 Time**

Unless stated otherwise, time is of the essence for any date or period specified in the Contract in relation to the Customer's obligations only.

## **21 Further assurance**

The Customer shall at the request of the Supplier, and at the Customer's own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.

## **22 Entire agreement**

- 22.1 The parties agree that the Contract and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

- 22.2 Each party acknowledges that it has not entered into the Contract or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly

set out in the Contract or any documents entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.

22.3 Nothing in these General T&Cs purports to limit or exclude any liability for fraud.

## **23 Variation**

No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these General T&Cs and is duly signed or executed by, or on behalf of, each party.

## **24 Assignment**

24.1 The Customer may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without the Supplier's prior written consent.

24.2 Notwithstanding Clause 24.1 the Customer may perform any of its obligations and exercise any of its rights granted under the Contract through any Group company provided that it gives the Supplier prior written notice of such subcontracting or assignment including the identity of the relevant Group company. The Customer acknowledges and agrees that any act or omission of its Group company in relation to the Customer's rights or obligations under the Contract shall be deemed to be an act or omission of the Customer itself.

## **25 Set off**

25.1 The Supplier shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Customer under the Contract or under any other contract which the Supplier has with the Customer.

25.2 The Customer shall pay all sums that it owes to the Supplier under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

## **26 No partnership or agency**

The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

## **27 Equitable relief**

The Customer recognises that any breach or threatened breach of the Contract may cause the Supplier irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to the Supplier, the Customer acknowledges and agrees that the Supplier is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

## **28 Severance**

28.1 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.

28.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with the minimum such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

## **29 Waiver**

- 29.1 No failure, delay or omission by the Supplier in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 29.2 No single or partial exercise of any right, power or remedy provided by law or under the Contract by the Supplier shall prevent any future exercise of it or the exercise of any other right, power or remedy by the Supplier.
- 29.3 A waiver of any term, provision, condition or breach of the Contract by the Supplier shall only be effective if given in writing and signed by the Supplier, and then only in the instance and for the purpose for which it is given.

## **30 Costs and expenses**

The Customer shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Contract (and any documents referred to in it).

## **31 Third party rights**

A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

## **32 Governing law**

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

## **33 Jurisdiction**

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

**Schedule A**

**Unity World Group Companies**

<b>Name</b>	<b>Registered Number</b>	<b>Registered Office</b>	<b>Role or Services (as more particularly defined in a Services Schedule)</b>
Unity World Ltd	10503317	Brunel House, Brunel Road, Middlesbrough, England, TS6 6JA	Contracting as agent for other Unity World Group Companies
Unity Tech Group Ltd	10503466	Brunel House, Brunel Road, Middlesbrough, England, TS6 6JA	Offering customers solutions from across breadth of Unity World Group companies products and services
Unity Workplace IT Ltd	10344513	Brunel House, Brunel Road, Middlesbrough, England, TS6 6JA	<ul style="list-style-type: none"> <li>• IT/DLC Services</li> <li>• Support &amp; Managed IT</li> <li>• TaaS</li> <li>• Cyber Security Services</li> <li>• Network Infrastructure</li> </ul>
Unity CSP Ltd Also trading as Stratus Technologies Ltd	10344537	Unit Rr122 Longbeck Estate, Marske-By-The-Sea, Redcar, United Kingdom, TS11 6HB	<ul style="list-style-type: none"> <li>• Internet Services</li> <li>• Telecoms Services</li> <li>• Mobile Services</li> <li>• Comm's XaaS</li> </ul>
Unity Cloud Services Ltd	10344579	Brunel House, Brunel Road, Middlesbrough, England, TS6 6JA	<ul style="list-style-type: none"> <li>• Cloud – XaaS</li> <li>• DC – XaaS</li> <li>• Colocations</li> <li>• Hosting Services</li> <li>• Datacentre connectivity</li> </ul>
Unity AI Software Limited	11578922	Brunel House, Brunel Road, Middlesbrough, England, TS6 6JA	<ul style="list-style-type: none"> <li>• S/DLC Services</li> <li>• SaaS</li> <li>• Software Development and Integrations</li> </ul>
Unity Tech Force Ltd	11579144	Brunel House, Brunel Road, Middlesbrough, England, TS6 6JA	<ul style="list-style-type: none"> <li>• Support Services</li> <li>• Technical Field Services</li> <li>• Technical Logistics</li> </ul>
Unity Tech Shop Ltd	10289770	Brunel House, Brunel Road, Middlesbrough, England, TS6 6JA	Third party products including <ul style="list-style-type: none"> <li>• Servers &amp; Storage</li> <li>• Computing</li> <li>• Printing &amp; Scanning</li> <li>• TV &amp; Audio</li> <li>• CCTV</li> <li>• Components</li> <li>• Cabling</li> </ul>