



Commercial Management System

General Terms & Conditions for Goods

Unity World Ltd	
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1 Definitions and interpretation

1.1 In these Conditions 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*;

Conditions means the Supplier's terms and conditions of sale 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 Goods that comes into effect in accordance with the provisions of Clause 2 and includes the Order and these Conditions and incorporates any one or more of the following:

1. Documentation;
2. Specification; and
3. any other schedules, attachments, annexures, statements of work, method statements, technical specifications and personnel descriptions either referred to in or attached to the Order;

Customer means the named party in the Contract which has agreed to purchase the Goods from the Supplier and whose details are set out in the Order;

Documentation means any descriptions, instructions, manuals, literature, technical details or other related

materials supplied in connection with the Goods;

Force Majeure

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;

Goods

means the goods and related accessories, spare parts and Documentation and other physical material set out in the Order or understood by the parties to be included in the Goods and to be supplied by the Supplier to the Customer in accordance with the Contract;

Group

means a company and each of its Subsidiaries and **Group Company** means any of them;

Intellectual Property Rights

means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in software, rights in goodwill, 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:

- (a) whether registered or not
- (b) including any applications to protect or register such rights
- (c) including all renewals and extensions of such rights or applications
- (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;
IPR Claim	has the meaning given in clause 14.1
Location	means the address or addresses for delivery of the Goods as set out in the Order or such other address or addresses as notified by the Supplier to the Customer at least five Business Days prior to <i>shipping of the Goods</i> ;
Modern Slavery Policy	means the Supplier's anti-slavery and human trafficking policy in force and notified to the Customer from time to time and available to the Customer at www.unity.world/modernslaverypolicy
MSA Offence	has the meaning given in clause 11.2.1;
Order	means an order for the Goods from the Supplier placed by the Customer;
Price	has the meaning given in clause 3.1;
Quotation	means a quotation in writing for Goods provided by the Supplier to the Customer;
Specification	means the description or Documentation provided for the Goods and their packaging set out or referred to in the Contract;
Subsidiary	means a subsidiary as defined by section 1159 Companies Act 2006;
Supplier	means Unity Tech Shop Ltd, registered under number 10289770, whose registered office is at Brunel House, Brunel Road, Middlesbrough, England, TS6 6JA] (Unity Tech Shop) or Unity World acting as agent for and on behalf of a named Unity World Group Company in an Order;
Unity World or UWG	means Unity World Ltd a company registered under number 10503317 whose registered office is at Brunel House, Brunel Road, Middlesbrough, England, TS6 6JA;
Unity World Group Company	means any of the companies listed in Schedule [A];

UWG Website

means the website of any Unity World Group Company from time to time;

VAT

means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Goods; and

Warranty Period

has the meaning given in clause 9.1.

1.2 In these Conditions, unless the context requires otherwise:

1.2.1 a reference to the Contract includes these Conditions, the Order, and their respective schedules, appendices and annexes (if any);

1.2.2 any clause, schedule or other headings in these Conditions is included for convenience only and shall have no effect on the interpretation of the Conditions;

1.2.3 a reference to a 'party' 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 a reference to legislation is a reference to that legislation as 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 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 Conditions

- 2.1 These Conditions 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 other document shall form part of the Contract except to the extent that the Supplier otherwise agrees in writing.
- 2.3 No variation of these Conditions or to an Order or to the Contract shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of each of the Supplier and the Customer respectively.
- 2.4 Each Order by the Customer to the Supplier shall be an offer to purchase the Goods subject to the Contract including these Conditions.
- 2.5 If the Supplier is unable to accept an Order, it shall notify the Customer in writing as soon as reasonably practicable.
- 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 Goods shall arise, until the earlier of:
- 2.7.1 the Supplier's written acceptance of the Order; or
 - 2.7.2 the Supplier dispatching the Goods or notifying the Customer that they are available for collection (as the case may be).
- 2.8 Rejection by the Supplier of an Order, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by the Customer.
- 2.9 A Quotation 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 the Supplier including any contained on a UWG Website relating to any of the Goods that may or may not be the subject of a Quotation and/or may be included in 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 Specification;
 - 2.11.2 These Conditions;
 - 2.11.3 Order;
 - 2.11.4 Quotation;
 - 2.11.5 Any other document.
- 2.12 Unity World may enter into a Contract with a Customer as agent for and on behalf of the Supplier.
- 2.13 If Unity World does enter into a Contract as agent for Unity Tech Shop, 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 Unity Tech Shop as if Unity Tech Shop had entered into it directly with the Customer.
- 2.14 Unity World confirms that it has all necessary authority from Unity tech Shop to enter into a Contract for the sale of Goods 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 any further goods from the Supplier it may only do so if an additional Order is placed with and accepted by the Supplier in accordance with these Conditions.

3 Price

- 3.1 The price for the Goods shall be as set out in the Order or, where no such provision is set out, shall be calculated in accordance with the Supplier's scale of charges in force from time to time.
- 3.2 Unless otherwise stated in the Order, all Prices are exclusive of:
- 3.2.1 *Packaging, delivery, insurance, shipping carriage, and all other related charges or taxes or describe relevant elements of the goods which are not included in the standard price; which shall be charged in addition at the Supplier's standard rates, and*
- 3.2.2 VAT (or equivalent sales tax).
- 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 Goods 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 Goods, partially or in full, at any time following acceptance of the Order.
- 4.2 The Customer shall, unless otherwise specified in writing, pay all invoices to UWG as agent for and on behalf of the relevant Unity World Companies as the Supplier:
- 4.2.1 in full without deduction or set-off, in cleared funds on the date set out in the Supplier's invoice; and
- 4.2.2 to the bank account specified in the Supplier's invoice.
- 4.3 Time of payment is of the essence. Where sums due under these Conditions 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.

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 Delivery

- 6.1 The Goods shall be delivered by the Supplier, or its nominated carrier, to the Location on the date specified in the Order.
- 6.2 The Goods shall be deemed delivered on completion of unloading only of the Goods at the Location by the Supplier or its nominated carrier (as the case may be).
- 6.3 The Supplier may deliver the Goods in instalments. Any delay or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 6.4 The Customer shall not be entitled to reject a delivery of the Goods on the basis that an incorrect volume of the Goods has been supplied.
- 6.5 The Goods may be delivered by instalments. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 6.6 Delivery of the Goods shall be accompanied by a delivery note stating:
- 6.6.1 the date of the Order;
 - 6.6.2 the product numbers, type and quantity of the Goods in the consignment; and
 - 6.6.3 any special handling instructions.

- 6.7 Time of delivery is not of the essence. The Supplier shall use its reasonable endeavours to meet delivery dates but such dates are indicative only.
- 6.8 Unless the parties agree otherwise, packaging material is to be promptly returned to the Supplier at the Customer's expense.
- 6.9 The Supplier shall not be liable for any delay in or failure of delivery caused by:
- 6.9.1 the Customer's failure to make the Location available;
 - 6.9.2 the Customer's failure to prepare the Location in accordance with the Supplier's instructions;
 - 6.9.3 the Customer's failure to provide the Supplier with adequate instructions for delivery and installation or otherwise relating to the Goods;
 - 6.9.4 Force Majeure.
- 6.10 If the Customer fails to accept delivery of the Goods the Supplier shall store and insure the Goods pending delivery, and the Customer shall pay all reasonable storage and insurance charges.
- 6.11 If five Business Days following the due date for delivery or collection of the Goods, the Customer has not taken delivery of or collected them, the Supplier may resell or otherwise dispose of the Goods without any obligation or liability to the Customer, except as provided for in clauses 6.11.1 and 6.11.2. The Supplier shall:
- 6.11.1 deduct all reasonable storage charges and costs of resale; and
 - 6.11.2 account to the Customer for any excess of the resale price over, or invoice the Customer for any shortfall of the resale price below, the Price paid by the Customer for the Goods.

7 Risk

Risk in the Goods shall pass to the Customer on delivery of the Goods.

8 Title

- 8.1 Title to the Goods shall pass to the Customer once the Supplier has received payment in full and cleared funds for the Goods.
- 8.2 Until title to the Goods has passed to the Customer, the Customer shall:
- 8.2.1 hold the Goods as bailee for the Supplier;
 - 8.2.2 store the Goods separately from all other material in the Customer's possession;
 - 8.2.3 take all reasonable care of the Goods and keep them in the condition in which they were delivered;
 - 8.2.4 insure the Goods 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;

- 8.2.5 ensure that the Goods are clearly identifiable as belonging to the Supplier;
- 8.2.6 not remove or alter any mark on or packaging of the Goods;
- 8.2.7 inform the Supplier immediately if it becomes subject to any of the events or circumstances set out in clauses 16.1.1 to 16.1.4 or 16.2.1 to 16.2.13; and
- 8.2.8 on reasonable notice permit the Supplier to inspect the Goods during the Customer's normal business hours and provide the Supplier with such information concerning the Goods as the Supplier may request from time to time.

8.3 If, at any time before title to the Goods 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 16.1.1 to 16.1.4 or 16.2.1 to 16.2.13, the Supplier may:

- 8.3.1 require the Customer at the Customer's expense to re-deliver the Goods to the Supplier; and
- 8.3.2 if the Customer fails to do so promptly, enter any premises where the Goods are stored and repossess them.

9 Warranty

9.1 The Supplier warrants that the Goods shall, for a period of *three* months from delivery (the **Warranty Period**):

- 9.1.1 conform in all material respects to the Order and the Specification;
- 9.1.2 be free from material defects in design, material and workmanship; and
- 9.1.3 be of satisfactory quality within the meaning of the Sale of Goods Act 1979.

9.2 The Customer warrants that it has provided the Supplier in writing with all relevant, full and accurate information as to the Customer's business and needs.

9.3 As the Customer's sole and exclusive remedy, the Supplier shall, at its option, repair, replace, or refund the Price of any of the Goods that do not comply with clause 9.1, provided that the Customer:

- 9.3.1 serves a written notice on Supplier:
 - (a) during the Warranty Period in the case of defects discoverable by a physical inspection; or
 - (b) in the case of latent defects, within *one* month from the date on which the Customer became aware (or should reasonably have become aware) of the defect;
- 9.3.2 provides the Supplier with sufficient information as to the nature and extent of the defects and the uses to which the Goods had been put prior to the defect arising;
- 9.3.3 gives the Supplier a reasonable opportunity to examine the defective Goods; and
- 9.3.4 returns the defective Goods to the Supplier at the Customer's expense.

- 9.4 The provisions of these Conditions, including the warranties set out in clause 9.1, shall apply to any of the Goods that are repaired or replaced with effect from the date of delivery of the repaired or replaced Goods.
- 9.5 The Supplier shall not be liable for any failure of the Goods to comply with clause 9.1:
- 9.5.1 where such failure arises by reason of wear and tear, wilful damage, negligence, or could be expected to arise in the normal course of use of the Goods;
- 9.5.2 to the extent caused by the Customer's failure to comply with the Supplier's instructions in relation to the Goods, including any instructions on installation, operation, storage or maintenance;
- 9.5.3 to the extent caused by the Supplier following any specification, instruction or requirement of or given by the Customer in relation to the Goods;
- 9.5.4 where the Customer modifies any Goods without the Supplier's prior written consent or, having received such consent, not in accordance with the Supplier's instructions; or
- 9.5.5 where the Customer uses any of the Goods after notifying the Supplier that they do not comply with clause 9.1.
- 9.6 Except as set out in this clause 9:
- 9.6.1 the Supplier gives no warranties and makes no representations in relation to the Goods; and
- 9.6.2 shall have no liability for their failure to comply with the warranty in clause 9.1
- and all warranties and conditions (including the conditions implied by ss 13–15 of the Sale of Goods Act 1979), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

10 Anti-bribery

- 10.1 For the purposes of this clause 10 the expressions '**adequate procedures**' and '**associated with**' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.
- 10.2 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:
- 10.2.1 all of its personnel;
- 10.2.2 all others associated with it; and
- 10.2.3 all of its subcontractors;
- involved in performing the Contract so comply.
- 10.3 Without limitation to clause 10.2, neither party shall make or receive any bribe (which term shall be construed in accordance with the Bribery Act 2010) or other improper payment or advantage or allow

any such bribe or improper payment or advantage 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 improper payments or advantages are not made or received directly or indirectly on its behalf.

- 10.4 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 10.
- 10.5 Any breach of this clause 10 by the Customer shall be deemed a material breach of the Contract that is not remediable and shall entitle the Supplier to immediately terminate the Contract by notice under clause 16.1.1.

11 Anti-slavery

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

11.2 The Customer confirms and agrees that:

11.2.1 neither the Customer nor any of its officers, employees, agents or subcontractors has:

- (a) committed an offence under the Modern Slavery Act 2015 (an **MSA Offence**); or
- (b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
- (c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

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

11.2.3 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.

11.3 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 11.2. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Customer's obligations.

11.4 Any breach of clause 11.2 by the Customer shall be deemed a material breach of the Contract and shall entitle the Supplier to terminate the Contract with immediate effect.

12 Indemnity and insurance

12.1 The Customer shall indemnify the Supplier from and against any losses, damages, liability, costs (including legal fees) and expenses which the Supplier may suffer or incur directly or indirectly from the Customer's breach of any of its obligations under the Contract.

12.2 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.

13 Limitation of liability

13.1 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 13.

13.2 Subject to clauses 13.5 and 13.6, the Supplier's total liability shall not exceed the Price.

13.3 Subject to clauses 13.5 and 13.6, the Supplier shall not be liable for consequential, indirect or special losses.

13.4 Subject to clauses 13.5 and 13.6, the Supplier shall not be liable for any of the following (whether direct or indirect):

13.4.1 loss of profit;

13.4.2 loss of data;

13.4.3 loss of use;

13.4.4 loss of production;

13.4.5 loss of contract;

13.4.6 loss of opportunity;

13.4.7 loss of savings, discount or rebate (whether actual or anticipated);

13.4.8 harm to reputation or loss of goodwill.

13.5 The limitations of liability set out in clauses 13.2 to 13.4 shall not apply in respect of any indemnities given by the Customer under the Contract.

13.6 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:

13.6.1 death or personal injury caused by negligence;

13.6.2 fraud or fraudulent misrepresentation;

13.6.3 any other losses which cannot be excluded or limited by Applicable Law;

13.6.4 any losses caused by wilful misconduct.

14 Non-Solicitation and Non-Circumvention

14.1 Restriction on Solicitation and Engagement

14.1.1 The Customer shall not, without Unity's prior written consent, during the Term of the Contract and for a period of twelve (12) months following its expiry or termination, directly or indirectly:

- (a) solicit or entice away from Unity or any Group Company;
- (b) attempt to solicit or entice away; or
- (c) employ, engage or otherwise retain,

any employee, worker, consultant or contractor of Unity or any Group Company who has been materially involved in the provision of the Goods and/or Services.

14.2 Permitted General Recruitment

14.2.1 Clause 1 shall not prohibit the engagement of any person who:

- (a) responds to a bona fide general recruitment advertisement not specifically targeted at Unity personnel; and
- (b) has not been approached, solicited or induced by or on behalf of the Customer in breach of this clause.

14.3 Agreed Liquidated Damages

14.3.1 If the Customer breaches this clause, the Customer shall pay to Unity, as liquidated damages and not as a penalty, a sum equal to:

- (a) one hundred per cent (100%) of the Mean Salary; plus
- (b) one hundred per cent (100%) of the Mean Revenue per Employee.

14.3.2 The parties acknowledge and agree that:

- (a) Unity invests significant time and cost in recruiting, training and deploying its personnel;
- (b) the loss arising from the removal of such personnel is difficult to calculate precisely;
- (c) the above formula represents a genuine and reasonable pre-estimate of Unity's likely loss, including recruitment costs, onboarding time, lost productivity, management disruption and lost revenue capacity; and
- (d) the amount is commercially justified and proportionate.

14.4 Recovery of Greater Loss

14.4.1 Nothing in this clause shall limit Unity's right to recover its actual losses where such losses exceed the liquidated damages amount specified in clause 3.

14.5 Reasonableness and Severance

14.5.1 Each party confirms that the restrictions in this clause are reasonable and necessary to protect Unity's legitimate business interests.

14.5.2 If any provision of this clause is held to be unenforceable but would be valid if modified, it shall apply with such modification as is necessary to make it enforceable to the maximum extent permitted by law.

14.6 Non-Circumvention

14.6.1 The Customer shall not knowingly circumvent Unity in order to engage any subcontractor, delivery partner or associated resource introduced by Unity in connection with the Contract.

15 Confidentiality and announcements

- 15.1 The Customer shall 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:
- 15.1.1 any information which was in the public domain at the date of the Contract;
 - 15.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;
 - 15.1.3 any information which is independently developed by the Customer without using information supplied by the Supplier; or
 - 15.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.
- 15.2 This clause 14 shall remain in force for a period of three years from the date of the Contract.
- 15.3 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.

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 material breach of the Contract and such breach is not remediable;
 - 17.1.2 the Customer commits a material breach of the Contract which is not remedied within ten Business Days of receiving written notice of such breach;
 - 17.1.3 the Customer has failed to pay any amount due under the Contract on the due date and such amount remains unpaid ten days after the date that the Supplier has given notification to the Customer 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 goods 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 to those items;
 - 17.2.13 is subject to any events or circumstances analogous to those in clauses 16.2.1 to 16.2.12 in any jurisdiction;
- 17.3 The right of the Supplier to terminate the Contract pursuant to clause 16.2 shall not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation, reconstruction or merger (where applicable) of the Customer where the amalgamated, reconstructed or merged entity agrees to adhere to the Contract.
- 17.4 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 16, it shall immediately notify the Supplier in writing.
- 17.5 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 Conditions 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 17.1 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, *ten* Business Days after the notice is deemed to be received.

18.4 This clause 17 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 of 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 Conditions 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 Conditions 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 23.1, the Customer may perform any of its obligations and exercise any of its rights granted under the Contract through any Affiliate provided that it gives the Supplier prior written notice of such subcontracting or assignment including the identity of the relevant Affiliate. The Customer acknowledges and agrees that any act or omission of its Affiliate 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 Compliance with law

The Customer shall comply with Applicable Law and shall maintain such licences, authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.

31 Conflicts within contract

If there is a conflict between the terms contained in the Conditions and the terms of the Order, schedules, appendices or annexes to the Contract, the terms of the Conditions shall prevail to the extent of the conflict.

32 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).

33 Third party rights

- 33.1 Except as expressly provided for in clause 32.1, 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.
- 33.2 Any Affiliate of the Supplier shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract. The consent of any such Affiliate is not required in order to rescind or vary the Contract or any provision of it.

34 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.

35 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

Strategic Business Unit (SBU)	Strategic Product Unit (SPU)	Registered Number	Registered Office	Role or Services (as more particularly defined in a Services Schedule)
Unity World Ltd	All SPU's	10503317	Brunel House, Brunel Road, Middlesbrough, England, TS6 6JA	Contracting as agent for other Unity World Group Companies. Offering customers solutions from across breadth of Unity World Group companies products and services
Unity Digital Technologies Ltd	Unity Workplace IT	11578922	Brunel House, Brunel Road, Middlesbrough, England, TS6 6JA	<ul style="list-style-type: none"> • Managed IT • TaaS • Cyber Security Services • Network Infrastructure
	Unity AI Software			<ul style="list-style-type: none"> • MyBE • SaaS • Bespoke Software Development
Unity Network Technologies Ltd	Unity Cloud Services	10344579	Brunel House, Brunel Road, Middlesbrough, England, TS6 6JA	<ul style="list-style-type: none"> • Colocations • Hosting Services • Datacentre connectivity
	Unity Comms			<ul style="list-style-type: none"> • Internet Services • Telecoms Services • Mobile Services
Unity Tech Force Ltd		11579144	Brunel House, Brunel Road, Middlesbrough, England, TS6 6JA	<ul style="list-style-type: none"> • Support Services • Technical Field Services • Technical Logistics
Unity GPO Ltd	Unity GPO Ltd	10289770	Brunel House, Brunel Road, Middlesbrough, England, TS6 6JA	Group purchasing organisation
	Unity Tech Shop			Third party products including <ul style="list-style-type: none"> • Servers & Storage • Computing • Printing & Scanning • TV & Audio • CCTV • Components • Cabling