

## SENTREX SERVICES UK LTD. TERMS AND CONDITIONS

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 9 (LIMITATION OF LIABILITY).

### 1. Interpretation

#### 1.1 Definitions:

**Applicable Laws:** all applicable laws, statutes, regulations and codes from time to time in force.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Business Hours:** 09:00 to 17:00 on a Business Day.

**Charges:** the charges payable by the Customer for the supply of the Services in accordance with clause 6.

**Commencement Date:** has the meaning given in clause 2.2.

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 14.5.

**Contract:** the contract between Sentrex and the Customer for the supply of Services in accordance with these Conditions.

**Control:** has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.

**Customer:** the person or firm who purchases Services from Sentrex.

**Customer Default:** has the meaning set out in clause 4.4.

**Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

**Intellectual Property Rights:** patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Order:** the Customer's order for Services as set out in the Customer's purchase order form, the Customer's written acceptance of a quotation by Sentrex, or overleaf, as the case may be.

**Sentrex:** Sentrex Services UK Ltd. registered in England and Wales with company number 07055398.

**Sentrex Materials:** has the meaning set out in clause 4.1(j).

**Services:** the services supplied by Sentrex to the Customer as set out in the Specification.

**Specification:** the description or specification of the Services provided in writing by Sentrex to the Customer.

#### 1.2 Interpretation:

(a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

(b) Any words following the terms **including, include, in particular**, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

(c) A reference to **writing** or **written** includes email.

### 2. Basis of contract

2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when Sentrex issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).

2.3 Any samples, drawings, descriptive matter or advertising issued by Sentrex, and any descriptions or illustrations contained in Sentrex's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

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

2.5 Any quotation given by Sentrex shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.

### 3. Supply of Services

3.1 Sentrex shall supply the Services to the Customer in accordance with the Specification in all material respects.

3.2 The Customer acknowledges that certain floor coverings (including but not limited to wooden floors and concrete floors) will require refinishing and maintenance beyond cleaning services, and this is not always noticeable on inspection or a trial clean. Sentrex shall not be liable for failure to meet the Specification where such acts by the Customer are required.

3.3 Sentrex shall use all reasonable endeavours to meet any performance dates specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.4 Unless the Order states that Services amount to a fixed number of hours of performance of services, the amount of time required to perform the Services shall be at the discretion of Sentrex and the Customer shall not be entitled to credits or any other remedy if the time taken by Sentrex employees to perform the Services varies between each attendance at the Customers' premises. Where performance of the Services is based on an agreed amount of time, Sentrex shall provide the Customer with credits where Sentrex employees perform less than the agreed amount of time subject to a de minimise threshold of less than 15 minutes, under which no credits will be provided. Credits will be provided at the rate per hour of the relevant Sentrex employee's wage.

3.5 Sentrex reserves the right to carry out their own audits in respect of the Services to ensure its own compliance with their obligations under the Contract. The Customer shall provide reasonable co-operation in respect of such audits, but shall not be entitled to see such as they are internal Sentrex documents.

3.6 Any time recorded by Sentrex employees shall be on the time management system used by and approved by Sentrex, unless agreed otherwise in the Order.

3.7 Unless agreed otherwise in the Order or in writing between the parties, Sentrex will only be required to perform the Services on Business Days and during Business Hours. Sentrex reserve the right to charge the Customer "double time" (being twice the price for Charges per hour) for any time where they are required to perform the Services outside of Business Days and / or Business Hours, except on Christmas Day, Boxing Day and New Years' Day where Sentrex reserves the right to charge the Customer "triple time" (being three times the price for Charges per hour).

3.8 Sentrex shall use reasonable endeavours to ensure the same employees are used to perform regular Services, but it shall be at Sentrex's discretion which employees are used to perform any Services.

- 3.9 Sentrex reserves the right to amend the Services if necessary to comply with any Applicable Laws or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and Sentrex shall notify the Customer in any such event. Sentrex reserves the right to not carry out any Services it considers to be hazardous or dangerous to the safety of its employees, agents or subcontractors.
- 3.10 Sentrex warrants to the Customer that the Services will be provided:
- using reasonable care and skill; and
  - in accordance with the applicable British Institute Of Cleaning Science ("BICSc") standards.
- 3.11 Where Sentrex is required to perform the Services using any Customer or third party equipment or material, Sentrex do not warrant, guarantee or represent as to the performance of these items, and the Customer shall be responsible for providing full training to Sentrex's employees or subcontractors in respect of such equipment.
- 3.12 Where the Services include window cleaning:
- the schedule for cleaning will be set out in the Order or agreed in writing between the parties;
  - the charges for the Services will include any third party costs incurred by Sentrex in preparation for carrying out the Services, but will not include the cost of licences, and parking permits and suspensions from a local authority;
  - the Customer must provide at least 72 hours' notice of a proposed change in any date for performance of the Services and if the Customer fails to provide such notice, the Customer may be liable for any third party cost that Sentrex have incurred in preparation for performance of the Services;
  - weather conditions are not an acceptable reason for the Customer to postpone or cancel performance of any Services; and
  - Sentrex employees will not be required by the Customer to clean any cracked or broken glass, or glass which appears to be unsafe or dangerous.
- 3.13 The Customer acknowledges that, unless agreed otherwise in writing with Sentrex, any internal office cleaning Services carried out without use of ladders, steps or other aids and will only be to within the reach of the relevant Sentrex employees.
- 3.14 Notwithstanding the provisions of clause 9 (Limitation of Liability), where Sentrex are required, at the Customer's request, to arm or disarm any property alarm or security system, Sentrex shall not be liable for any costs, losses, fines or damage howsoever arising from any incorrect use of such system.
- 4. Customer's obligations**
- 4.1 The Customer shall:
- ensure that the terms of the Order and any information it provides in the Specification are complete and accurate;
  - co-operate with Sentrex in all matters relating to the Services, including having an employee available to sign off any performance of Services at the time of performance, whether on a regular basis whenever Services are performed or where the Services are provided on a "one-off" basis;
  - provide Sentrex, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation, other facilities and all relevant utilities and an adequate number of electrical outlets (free from other uses) as reasonably required by Sentrex;
  - provide Sentrex with such information and materials as Sentrex may reasonably require in order to supply the Services (including but not limited to details of the correct refuse bins and methods of disposal of waste, with the Customer having made such enquiries from the relevant authority), and ensure that such information is complete and accurate in all material respects;
- prepare the Customer's premises for the supply of the Services, including, where relevant, the clearing of desks, work spaces and areas in front of windows in preparation for cleaning (including removing vehicles and scaffolding);
  - take all reasonable steps to ensure all their officers, employees, agents, contractors and sub-contractors behave in a professional manner at the premises and in a professional and safe way towards all Sentrex employees;
  - have adequate insurances in place in respect of Sentrex employees, agents and subcontractors performing the Services on the Customer's premises (including in respect of theft of property) and in respect of the Customer's obligations and potential liabilities under the Contract;
  - obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
  - comply with all Applicable Laws, including health and safety laws, and including notifying Sentrex and any Sentrex employees, agents or subcontractors of any hazards or dangers relevant to the Services. Sentrex reserves the right to not perform Services (and for its employees not to perform Services) where Sentrex employees consider it would be unsafe to do so, and the Customer shall still be liable to pay any Charges in these circumstances;
  - keep all materials, equipment and other property of Sentrex and any third party (**Sentrex Materials**) at the Customer's premises in safe custody at its own risk, maintain Sentrex Materials in good condition until returned to Sentrex, and not dispose of or use Sentrex Materials other than in accordance with Sentrex's written instructions or authorisation;
  - provide a secure and lockable area for the storage of any Sentrex Materials;
  - reimburse Sentrex at Sentrex's retail price for any consumable Sentrex Materials used by the Customer or taken without authorisation, and the Customer shall be liable for any damage or misuse by the Customer or its employees of Sentrex's equipment; and
  - comply with any additional obligations as set out in the Order.
- 4.2 Sentrex will provide a Customer liaison book. The Customer shall record all incidents and complaints in such book which must be kept on the Customers' premises at all times. The book shall remain Sentrex's property. Any loss of the book shall be reported to Sentrex immediately and a replacement requested, and Sentrex may at its option make a reasonable charge for such replacement.
- 4.3 If the Customer is required to use a specific type, colour or make of refuse sack, including where they are required by a landlord or Local Authority, or clear refuse sacks are required for security purposes, then the same shall be provided by the Customer to Sentrex free of charge. Sentrex shall not be fined or otherwise be liable for any failure to comply with such requirements.
- 4.4 If Sentrex's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (including but not limited providing access to premises, the Customer failing to provide a safe working environment or failure of the Customer's equipment) (**Customer Default**):
- without limiting or affecting any other right or remedy available to it, Sentrex shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays Sentrex's performance of any of its obligations;
  - Sentrex shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from

Sentrex's failure or delay to perform any of its obligations as set out in this clause 4.4; and

- (c) the Customer shall reimburse Sentrex on written demand for any costs or losses sustained or incurred by Sentrex arising directly or indirectly from the Customer Default, including but not limited to the cost of Sentrex employees waiting or being unable to perform Services.

## 5. Non-Solicitation

- 5.1 In order to protect the legitimate business interests of Sentrex the Customer shall not, except in respect of any transfer of employees of the Sentrex to the Customer pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 2006, without the prior written consent of Sentrex, at any time from the date of the Contract to the date six months after the termination of the Contract, solicit or entice away from Sentrex or employ, attempt to employ, engage or otherwise facilitate the employment or engagement of any person who is, or has been, engaged as an employee of Sentrex in the provision of the Services, other than by means of an advertising campaign open to all-comers and not specifically targeted at any such person.
- 5.2 Any consent given by Sentrex in accordance with clause 5.1 shall be subject to the Customer paying to Sentrex a sum equivalent to 25% of the then current annual remuneration of the Supplier's employee or, if higher, 25% of the annual remuneration to be paid by the Customer to that employee.
- 5.3 If the Customer commits any breach of this clause 5, the Customer shall, on demand, pay to Sentrex a sum equal to one year's basic salary or the annual fee that was payable by Sentrex to any employee plus the recruitment costs incurred by Sentrex in replacing such person. The parties confirm that these liquidated damages are reasonable and proportionate to protect the legitimate interest of Sentrex in performance.

## 6. Charges and payment

- 6.1 The Charges for the Services shall be as set out in the Order.
- 6.2 Sentrex reserves the right to increase the Charges to reflect (i) increases to Sentrex's costs including wages (which shall include increases in the National Minimum Wage and the National Living Wage), cost of materials, employers NI contributions and other overheads (including where the Customer has asked for Sentrex employees to be paid differently); (ii) premises change of use; (iii) increase in area to be serviced; (iv) changes in floor coverings; and (v) any other change which may lead to increased costs to Sentrex.
- 6.3 Sentrex shall invoice the Customer in accordance with the Order. Sentrex reserves the right to invoice in advance for Services provided on a "one off" basis, and to request the Customer pays the invoice before the Services are performed.
- 6.4 Unless stated otherwise, the Customer shall pay each invoice submitted by Sentrex:
  - (a) within 28 days of the date of the invoice or in accordance with any credit terms agreed by Sentrex and confirmed in writing to the Customer; and
  - (b) in full and in cleared funds to a bank account nominated in writing by Sentrex, and
 time for payment shall be of the essence of the Contract.
- 6.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by Sentrex to the Customer, the Customer shall, on receipt of a valid VAT invoice from Sentrex, pay to Sentrex such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 6.6 If the Customer fails to make a payment due to Sentrex under the Contract by the due date, then, without limiting Sentrex's remedies under clause 10 (including the right of suspension under clause 10.5), the Customer shall pay interest on the overdue sum from the

due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 6.6 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

- 6.7 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## 7. Intellectual property rights

- 7.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by Sentrex.
- 7.2 The Customer grants Sentrex a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to Sentrex for the term of the Contract for the purpose of providing the Services to the Customer.

## 8. Data Protection

- 8.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 8 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 8.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and Sentrex is the processor. The Order sets out the scope, nature and purpose of processing by Sentrex, the duration of the processing and the types of personal data and categories of data subject.
- 8.3 Without prejudice to the generality of clause 8.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Sentrex for the duration and purposes of the Contract.
- 8.4 Without prejudice to the generality of clause 8.1, Sentrex shall, in relation to any personal data processed in connection with the performance by Sentrex of its obligations under the Contract:
  - (a) process that personal data only on the documented written instructions of the Customer unless Sentrex is required by Applicable Laws to otherwise process that personal data;
  - (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
  - (c) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
  - (d) not transfer any personal data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
    - (i) the Customer or Sentrex has provided appropriate safeguards in relation to the transfer;
    - (ii) the data subject has enforceable rights and effective legal remedies;
    - (iii) Sentrex complies with its obligations under the Data Protection Legislation by providing an adequate level

- of protection to any personal data that is transferred; and
- (iv) Sentrex complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data.
- 8.5 The Customer consents to Sentrex appointing third party processors of Personal Data under the Contract. Sentrex confirms that it has entered or (as the case may be) will enter with third party processors into a written agreement incorporating terms which are substantially similar to those set out in this clause 8 and in either case which Sentrex undertakes reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Customer and Sentrex, Sentrex shall remain fully liable for all acts or omissions of any third party processor appointed by it pursuant to this clause 8.
- 9. Limitation of liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**
- 9.1 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
- death or personal injury caused by negligence;
  - fraud or fraudulent misrepresentation; and
  - breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 9.2 The Customer shall indemnify Sentrex against all liabilities, costs, expenses, damages and losses (including but not limited to legal costs calculated on a full indemnity basis and all other professional costs and expenses) suffered or incurred by Sentrex arising out of or in connection with:
- the Customer's breach or negligent performance or non-performance of the Contract; or
  - any claim made against Sentrex by a third party (including but not limited to Sentrex employee) arising out of the unprofessional and / or inappropriate behaviour of any Customer employee(s), officer(s), agent(s), contractor(s) or subcontractor(s).
- 9.3 Subject to clause 9.1, Sentrex's total liability to the Customer shall not exceed the Charges paid by the Customer in the twelve month period prior to the event giving rise to the liability. Sentrex's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.
- 9.4 The following types of loss are wholly excluded:
- loss of profits;
  - loss of sales or business;
  - loss of agreements or contracts;
  - loss of anticipated savings;
  - loss of use or corruption of software, data or information;
  - loss of or damage to goodwill; and
  - indirect or consequential loss.
- 9.5 Sentrex has given commitments as to compliance of the Services with relevant specifications in clause 3. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 9.6 This clause 9 shall survive termination of the Contract.
- 10. Termination**
- 10.1 Unless stated otherwise in the Order, the Contract shall commence on the date set out in the Contract and unless terminated earlier in accordance with this clause 10 (Termination), the Contract shall continue for 12 months (**Initial Term**) and shall automatically extend for a further 12 months (**Extended Term**) at the end of the Initial Term and at the end of each Extended Term. The Customer may give written notice to Sentrex, not later than 90 days before the end of the Initial Term or the relevant Extended Term, to terminate the Contract at the end of the Initial Term or the relevant Extended Term, as the case may be.
- 10.2 Without affecting any other right or remedy available to it, Sentrex may terminate the Contract by giving the Customer 30 days' written notice.
- 10.3 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing to do so;
  - the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
  - the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
  - the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 10.4 Without affecting any other right or remedy available to it, Sentrex may terminate the Contract with immediate effect by giving written notice to the Customer if:
- the Customer fails to pay any amount due under the Contract on the due date for payment; or
  - there is a change of control of the Customer.
- 10.5 Without affecting any other right or remedy available to it, Sentrex may suspend the supply of Services under the Contract or any other contract between the Customer and Sentrex if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 10.3(b) to clause 10.3(d), or Sentrex reasonably believes that the Customer is about to become subject to any of them. Sentrex reserves the right to continue to invoice for the Charges during a period of suspension.
- 11. Consequences of termination**
- 11.1 On termination of the Contract:
- the Customer shall immediately pay to Sentrex all of Sentrex's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Sentrex shall submit an invoice, which shall be payable by the Customer immediately on receipt;
  - the Customer shall return all of Sentrex Materials which have not been fully paid for. If the Customer fails to do so, then Sentrex may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 11.2 Sentrex reserves the right to invoice the Customer in respect of any Sentrex Materials not returned, not made available to Sentrex or used by the Customer on termination of the Contract.
- 11.3 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 11.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

## 12. TUPE

The Customer and Sentrex do not intend that there will be any transfers of employment of personnel (**Relevant Employees**) under the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended or replaced from time to time) (**TUPE**) on the commencement of this Agreement or upon its termination (howsoever caused). Nevertheless, should the employment of any Relevant Employees transfer under TUPE from the Customer or an outgoing contractor, to Sentrex on the commencement of this Agreement, or from Sentrex to the Customer or to a third party on the termination of this Agreement (howsoever caused), the Customer shall indemnify Sentrex and keep Sentrex fully indemnified from and against all claims, costs, demands, expenses and liabilities which Sentrex may suffer or incur in connection with the transfer or alleged transfer of a Relevant Employee Under TUPE, including, for the avoidance of doubt, any liability arising from the termination of any Relevant Employee's employment by Sentrex and any liability arising from the Customer's or outgoing contractor's failure to comply with its information and consultation obligations under TUPE.

## 13. Redundancy

13.1 Upon termination of the Contract, howsoever arising, the Customer shall comply with the provisions of TUPE, where required. In the event that the Contract is terminated and no TUPE event occurs, Sentrex shall seek to reassign those employees involved in the provision of the Services to the Customer to alternative customers. In the event that this is not possible, such employees may be made redundant.

13.2 The Customer shall, on demand, pay to Sentrex a sum equal to: the Statutory Redundancy Payments; any payment in lieu of accrued but untaken holiday; and the payments in respect of the period of contractual notice (whether this is worked or paid in lieu) of those employees being made redundant as a result of the termination of the Contract.

13.3 The parties confirm that these liquidated damages are reasonable and proportionate to protect the legitimate interest of Sentrex in performance.

13.4 The parties understand and agree that nothing in this clause 13 shall operate so as to remove the liability of Sentrex to make any payments to its employees who are being made redundant following the termination of the Contract. If Sentrex is required to make such payments without having first have received an amount equal to that from the Customer, such payment shall be deemed to be a debt and recoverable as such.

## 14. General

14.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

### 14.2 Assignment and other dealings.

- (a) Sentrex may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- (b) The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Sentrex.

### 14.3 Confidentiality.

- (a) Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 14.3(b).
- (b) Each party may disclose the other party's confidential information:

- (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 14.3; and
  - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Notwithstanding the provisions of this Clause 14.3, Sentrex shall not be prohibited from taking photographs of any areas where Services are to be performed (both before and after) to demonstration performance, and the Customer shall be responsible for the removal of any confidential information or materials from areas in which Services are to be performed.
- (d) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

### 14.4 Entire agreement.

- (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- (c) Nothing in this clause shall limit or exclude any liability for fraud.

14.5 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

14.6 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

14.7 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

### 14.8 Notices.

- (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified in the Order.
- (b) Any notice shall be deemed to have been received:
  - (i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and

- (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
- (iii) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
- (iv) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

**14.9 Third party rights.**

- (a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

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

**14.11 Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.