



Purchase Order

#[PO NUMBER]

DD/MM/20XX

Supplier

Ship To

Attention of:

TOTAL

[Address of supplier]

[Address of ICG
buyer]

[Name of supplier]

£4,731.84

Receive By [Name of ICG buyer]

Vendor # [Enter relevant info]

Billing Phone [Enter relevant Tel]

Quantity	Item	Options	Unit price	Subtotal
1	8611 - IT - consultancy & services [Suggested info above: Budget Code; Team; Type of product or service] [Suggested info here: Short description of product or service being purchased].		£3,943.20	£3,943.20

Subtotal £3,943.20

Tax Total £788.64

Total £4,731.84



#[PO NUMBER]

ICG's Standard Terms and Conditions for the Supply of Goods and/or Services

1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions the following words and expressions shall have the following meanings, unless the context otherwise requires:

"Affiliate" means any: (i) entity that directly or indirectly controls, is controlled by, is under common control with or is otherwise in the same group of entities as a party to this Agreement, or (ii) fund or limited partnership that is managed or advised, or whose general partner or manager is managed or advised, by the Customer or its Affiliate or which the Customer or its Affiliate controls;

"Agreement" means the agreement between the Customer and the Supplier for the sale and purchase of the Goods and/or Services in accordance with the Order and these Conditions;

"Associated Persons" means in relation to the Supplier, any employee, director, officer, subsidiary, agent, intermediary, sub-contractor, consultant, or any third party acting for or on behalf of the Supplier;

"Business Day" means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;

"Charges" means the charges payable by the Customer for the receipt of the Services;

"Commencement Date" has the meaning set out in condition 2.3;

"Customer Materials" has the meaning set out in condition 4.3(i);

"Conditions" means the terms and conditions set out in this document as amended from time to time;

"Customer" means ICG FMC Limited registered in England and Wales with company number 07266173 (or, if different, the entity named in the "invoice to" box on the preceding page);

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

"Goods" means the goods (or any part of them) set out in the Order;

"Insolvent" means in respect of the Supplier:

(a) it is unable or admits inability to pay its debts as they fall due, suspends or threatens to suspend making payments of any of its debts or by reason of actual or anticipated financial difficulties commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness;

(b) a moratorium is declared in respect of any of its indebtedness;

(c) any corporate action, legal proceedings or other procedure or step is taken in relation to:

(i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise);

(ii) a composition, compromise, assignment or arrangement with any creditor;

(iii) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer over any of its assets; or

(iv) enforcement of any security interest (including any mortgage, charge, pledge, assignment or assignation (whether or not expressed to be by way of security), hypothecation, lien, encumbrance or other priority, any deferred purchase, title retention, trust, sale-and-repurchase, sale-and-leaseback, hold back or "flawed asset" arrangement or right of set-off or any other agreement or arrangement of any kind having the same or a similar commercial or economic effect as security) over any of its assets; or

(d) the occurrence of any event in any jurisdiction to which it is subject having an effect similar to that of any of the events referred to in paragraphs (a) to (c) above;

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), 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" means the Customer's order for the Goods and/or Services, as set out in the Customer's purchase order form overleaf;

"Services" means the services, including without limitation any Deliverables, to be provided by the Supplier under the Agreement as set out in the Specification;

"Specification" means any specification for the Goods and/or Services, including any related plans and drawings, that is agreed by the Customer and the Supplier; and

"Supplier" means the person or firm from whom the Customer purchases the Goods and/or Services.

1.2 In these Conditions unless otherwise specified, reference to:

(a) "includes" and "including" shall mean including without limitation;

(b) a party means a party to the Agreement and includes its permitted assignees and/or the successors;

(c) a person includes any person, individual, company, firm, corporation, government, state or agency of a state or any undertaking (whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);

(d) a statute or statutory instrument, or any of their provisions, is to be construed as a reference to that statute or statutory instrument or such provision as the same may have been or may hereafter be amended or re-enacted; and

(e) words denoting the singular include the plural and vice versa and words denoting any gender include all genders.

1.3 The index to and the headings in these Conditions are for information only and are to be ignored in construing the same.

2. BASIS OF AGREEMENT

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

2.2 The Order constitutes an offer by the Customer to purchase the Goods and/or Services in accordance with these Conditions.

2.3 The Order shall be deemed to be accepted on the earlier of:

(a) the Supplier issuing a written acceptance of the Order; and

(b) the Supplier doing any act consistent with fulfilling the Order, at which point the Agreement shall come into existence (the "**Commencement Date**").

2.4 The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.

3. THE GOODS

3.1 The Supplier shall ensure that the Goods shall:

(a) correspond with their description and any applicable Specification;

(b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgement;

(c) where they are manufactured products, be free from defects in design, material and workmanship and remain so for 12 months after delivery; and

(d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

3.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Agreement.

3.3 The Customer shall have the right to inspect and test the Goods at any time before delivery.

3.4 If following such inspection or testing the Customer considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at condition 3.1, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

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

4. SUPPLY OF SERVICES

4.1 The Supplier shall from the Commencement Date and for the duration of the Agreement provide the Services to the Customer in accordance with the terms of the Agreement.

4.2 The Supplier shall meet any performance dates for the Services specified in the Order or notified to the Supplier by the Customer.

4.3 In providing the Services, the Supplier shall:

(a) co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;

(b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;

(c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;

(d) ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Specification, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Customer;

(e) provide all equipment, tools and vehicles and such other items as may be required to provide the Services;

(f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Customer, will be free from defects in workmanship, installation and design;

(g) obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;

(h) observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises;

(i) hold all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier (the "**Customer Materials**") in safe custody at its own risk, maintain the Customer Materials in good condition until returned to the Customer, and not dispose or use the Customer Materials other than in accordance with the Customer's written instructions or authorisation; and

(j) not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Services.

4.4 The Customer shall inform the Supplier's personnel of all applicable rules, policies and other requirements in force from time to time in connection with the presence or conduct of personnel at the Customer's site. Such requirements may also extend to suppliers to and sub-contractors of the Supplier and the Supplier shall ensure that it and its personnel comply with such requirements.

4.5 The Customer reserves the right to exclude from the Customer's site any of the Supplier's personnel whose conduct breaches reasonable standards of behaviour or who are guilty of a breach of any of the Customer's rules, policies or requirements.

4.6 The Supplier shall, in addition to the indemnity in condition 14, indemnify the Customer in respect of any action, cost, expense, liability or loss incurred or payable by the Customer insofar as attributable to any wilful or negligent act or default by any director, employee, agent or lawful invitee of the Supplier at or on the Customer's site.

4.7 Like all employers, the Customer has a duty to maintain a positive working environment for all employees and to protect them from discrimination or harassment by third parties. It is therefore a material term of the Agreement that the Supplier does not (and procures that its employees and agents do not) engage in discrimination or harassment of Customer employees on any prohibited grounds (including without limitation age, disability, gender reassignment, race, religion or belief, sex, and sexual orientation). Accordingly, in dealings with the Customer's employees the Supplier is required to comply with the Customer's policies on equal opportunities and harassment from time to time (current copies of which are available on request). Any breach of this condition shall constitute a material breach of the Agreement and may result in termination by the Customer with immediate effect.

4.8 Without prejudice to the generality of any other provisions of the Agreement, the Supplier shall indemnify the Customer on demand against any liability for any employment related claim (including any awards, costs (legal or otherwise) and expenses) brought by any of the Customer's employees against the Customer arising out of or in connection with any allegation that the employee was subject to discrimination or harassment by the Supplier or any of its employees. The Customer may at its option satisfy any such indemnity (in whole or in part) by way of deduction from payments to be made by the Customer hereunder.

5. CUSTOMER SERVICES REMEDIES

5.1 If the Supplier fails to perform the Services by the applicable dates, the Customer shall, without limiting its other rights or remedies, have one or more of the following rights:

- (a) to terminate the Agreement with immediate effect by giving written notice to the Supplier;
- (b) to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
- (c) to recover from the Supplier any costs incurred by the Customer in obtaining substitute services from a third party;
- (d) where the Customer has paid in advance for Services that have not been provided by the Supplier, to have such sums refunded by the Supplier; or
- (e) to claim damages for any additional costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to meet such dates.

5.2 These Conditions shall extend to any substituted or remedial services provided by the Supplier.

5.3 The Customer's rights under the Agreement are in addition to its rights and remedies implied by statute and common law.

6. CUSTOMER'S OBLIGATIONS IN RESPECT OF SERVICES

The Customer shall:

- (a) provide the Supplier with reasonable access at reasonable times to the Customer's premises for the purpose of providing the Services; and
- (b) provide such information to the Supplier as the Supplier may reasonably request and the Customer considers reasonably necessary for the purpose of providing the Services.

7. DELIVERY OF GOODS

7.1 The Supplier shall ensure that:

- (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
- (b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- (c) if the Supplier requires the Customer to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.

7.2 The Supplier shall deliver the Goods:

- (a) on the date specified in the Order, or, if no such date is specified, within 28 days of the date of the Order (the "**Delivery Date**");
- (b) to such location as is set out in the Order, or as instructed by the Customer prior to delivery (the "**Delivery Location**"); and
- (c) during the Customer's normal business hours, or as instructed by the Customer.

7.3 Delivery of the Goods shall be completed on the completion of unloading the Goods at the Delivery Location.

7.4 The Supplier shall not deliver the Goods in instalments without the Customer's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Customer to the remedies set out in condition 8.

8. REMEDIES IN RESPECT OF GOODS

8.1 If the Goods are not delivered on the Delivery Date, or do not comply with the undertakings set out in condition 3.1, then, without limiting any of its other rights or remedies, the Customer shall have the right to any one or more of the following remedies, whether or not it has accepted the Goods:

- (a) to terminate the Agreement;
- (b) to reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;
- (c) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods;
- (d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- (e) to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods from a third party; and
- (f) to claim damages for any other costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to carry out its obligations under the Agreement.

8.2 If the Goods are not delivered on the Delivery Date the Customer may at its option claim or deduct 2.5 per cent of the price of the Goods for each week's delay in delivery by way of liquidated damages, up to a maximum of 15 per cent of the total price of the Goods. If the Customer exercises its rights under this condition 8.2, it shall not be entitled to any of the remedies set out in condition 8.1 in respect of the Goods' late delivery (but such remedies shall be available in respect of the Goods' condition).

8.3 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

8.4 The Customer's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

9. TITLE AND RISK

Title and risk in the Goods shall pass to the Customer on completion of delivery.

10. PRICE AND PAYMENT - GOODS

10.1 The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date the Agreement came into existence.

10.2 The price of the Goods is exclusive of amounts in respect of value added tax (VAT), but includes the costs of packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by the Customer.

10.3 The Customer shall, on receipt of a valid, undisputed VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods.

10.4 The Supplier may invoice the Customer for the Goods on or at any time after the completion of delivery.

10.5 The Customer shall pay correctly rendered and undisputed invoices within 30 days of receipt of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier.

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

11. PRICE AND PAYMENT - SERVICES

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

11.2 The Supplier shall invoice the Customer on completion of the Services. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.

11.3 In consideration of the supply of the Services by the Supplier, the Customer shall pay the undisputed invoiced amounts within 30 days of the date of a correctly rendered and undisputed invoice to a bank account nominated in writing by the Supplier.

11.4 All amounts payable by the Customer under the Agreement are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Agreement by the Supplier to the Customer, the Customer shall, on receipt of a valid undisputed VAT invoice from the Supplier, pay to the Supplier 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.

11.5 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and shall allow the Customer to inspect such records at all reasonable times.

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

12. CUSTOMER MATERIALS

The Supplier acknowledges that all materials, equipment and tools, drawings, Specifications, and data supplied by the Customer to the Supplier (the "**Customer Materials**") and all rights in the Customer material are and shall remain the exclusive property of the Customer. The Supplier shall keep the Customer Materials in safe custody at its own risk, maintain them in good condition until returned to the Customer, and not dispose or use the same other than in accordance with the Customer's written instructions or authorisation.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 In respect of any goods that are transferred to the Customer under the Agreement, including without limitation the Deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to the Customer, it will have full and unrestricted rights to transfer all such items to the Customer.

13.2 The Supplier assigns to the Customer, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services, including for the avoidance of doubt the Deliverables.

13.3 The Supplier shall obtain waivers of all moral rights in the products, including for the avoidance of doubt the Deliverables, of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

13.4 The Supplier shall, promptly at the Customer's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Customer may from time to time require for the purpose of securing for the Customer the full benefit of the Agreement, including all right, title and interest in and to the Intellectual Property Rights assigned to the Customer in accordance with condition 13.2.

13.5 All Customer Materials are the exclusive property of the Customer.

14. INDEMNITY

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

(a) any claim made against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the supply or use of the Goods and/or Services, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;

(b) any claim made against the Customer by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and

(c) any claim made against the Customer by a third party arising out of or in connection with the supply of the Goods and/or Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Agreement by the Supplier, its employees, agents or subcontractors.

14.2 This condition shall survive termination of the Agreement.

15. INSURANCE

During the term of the Agreement the Supplier shall maintain in force, with a reputable company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Agreement, and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

16. CONFIDENTIALITY

16.1 Subject to conditions 16.2 to 16.4 below, each party will, during the term of the Agreement and thereafter, keep secret and confidential all information disclosed to it pursuant to or in connection with the Agreement by or for the other party that is of a confidential nature and will not disclose the same to any person save as expressly authorised in writing to be disclosed by the other party.

16.2 Each party may disclose the other party's confidential information to its employees, officers, representatives, contractors, subcontractors, Affiliates or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors, Affiliates or advisers to whom it discloses the other party's confidential information comply with this Clause 16.

16.3 The obligation of confidentiality contained in condition 16.1 will not apply or (as the case may be) will cease to apply to information which:

(a) at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of the Agreement by the receiving party;

(b) is already known to the receiving party or its Affiliates (as evidenced by written records) at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligation of confidence; or

(c) is at any time after the date of the Agreement acquired by the receiving party or its Affiliate from a person having the right to disclose the same to the receiving party without breach of obligation owed by that person to the disclosing party.

16.4 Nothing in this condition shall prevent the disclosure of any information to the extent such disclosure is required or requested by a securities exchange, by applicable law or regulation, or order of a court of competent jurisdiction or government

department or agency with jurisdiction, provided that prior to such disclosure the receiving party will advise (to the extent legally permissible) the disclosing party of the proposed form of the disclosure.

16.5 This condition shall survive termination of the Agreement.

17. TERMINATION

17.1 The Customer may terminate the Agreement in whole or in part upon not less than 30 days prior written notice expiring at any time to the Supplier, whereupon the Supplier shall discontinue all work on the Agreement. The Customer shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods at the time of service of notice of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.

17.2 Without limiting its other rights or remedies, the Customer may terminate the Agreement by giving written notice to the Supplier expiring on such date as such notice shall specify, if:

- (a) the Supplier commits a material breach of any term of the Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of the Supplier being notified in writing to do so; or
- (b) the Supplier repeatedly breaches any of the terms of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Agreement
- (c) the Supplier becomes Insolvent.

17.3 Termination of the Agreement, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.

17.4 Conditions which expressly or by implication survive termination of the Agreement shall continue in full force and effect.

18. CONSEQUENCES OF TERMINATION

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

19. FORCE MAJEURE

19.1 "**Event of Force Majeure**" means, in relation to either party, an event or circumstance beyond the reasonable control of that party (the "**Claiming Party**") including, without limitation, strikes, lock outs (whether or not by the Claiming Party), go-slows, occupation of factories and premises and other industrial disputes .

19.2 The Claiming Party shall not be deemed to be in breach of the Agreement or otherwise liable to the other party (the "**Non-claiming Party**") for any delay in performance or any non-performance of any obligations under the Agreement if and to the extent that the delay or non-performance is due to an Event of Force Majeure, provided that:

- (a) the Claiming Party could not have avoided the effect of the Event of Force Majeure by taking precautions which, having regard to all matters known to it before the occurrence of the Event of Force Majeure and all relevant factors, it ought to have taken but did not take; and
- (b) the Claiming Party has used reasonable endeavours to mitigate the effect of the Event of Force Majeure and to carry out its obligations under the Agreement in any other way that is reasonably practicable.

19.3 The Claiming Party shall promptly notify the Non-claiming Party of the nature and extent of the circumstances giving rise to the Event of Force Majeure.

19.4 If the Event of Force Majeure in question prevails for a continuous period in excess of 45 Business Days after the date on which it began, the Non-claiming Party may give notice to the Claiming Party terminating the Agreement. The notice to terminate must specify the termination date, which must be not less than 30 clear days after the date on which the notice to terminate is given. Once a notice to terminate has been validly given, the Agreement will terminate on the termination date set out in the notice.

20. TUPE

20.1 The Transfer of Undertakings (Protection of Employment) Regulations 2006 ("**Tupe**") are not intended to apply to the Agreement and it is not intended that the contracts of employment of any employees of the Supplier shall at any time be transferred to the Customer by reason of the provision of the Services or otherwise.

20.2 In the event that Tupe operates so as to apply to the transfer to the Supplier pursuant to the Agreement of employees providing services the same as or similar to the Services prior to the date of implementation of the Agreement ("**Employees**"), the Supplier shall offer the Employees contracts of employment as from such date on terms and conditions which, taken together, are at least as favourable as those which the Employees then enjoyed, which provide that the Employees shall be deemed to have the same period of continuous employment with the Supplier as they have had with the Customer or the Supplier's predecessor and which are on terms inter alia that the Supplier shall at its own expense honour untaken holiday accrued by such employees.

20.3 The Supplier shall indemnify the Customer and any successor contractor to the Supplier of services similar to the Services against any loss, claims or expenses incurred by the Customer and/or such successor directly or indirectly as a result of or in connection with a claim under Tupe and/or any event occurring during the claimant's employment by the Supplier howsoever arising and/or any loss, claims or expenses incurred by the Customer and/or such successor in

20.4 relation to any person engaged in the provision of Services under the Agreement including in particular but without limitation any termination of his employment in contemplation of or after termination of the Agreement.

20.5 The Supplier shall as part of the wind down of the Agreement and preparation for hand-over of the provision of services similar to the Services to a successor provide at all times co-operate with the Customer and such successor in relation thereto

generally and in particular make available to both the Customer and all potential relevant successors directly or indirectly as required by the Customer all relevant Tupe information and other information relevant to the provision of the Services.

21. COMPLIANCE WITH ANTI-BRIBERY AND OTHER LAWS AND REGULATIONS

21.1 The Supplier has not made and will not make, and has procured and will procure that none of its Associated Persons has made nor will make (whether in connection with the Agreement or otherwise) at any time any promise or offer (or accept, request, receive or agree to receive) any gift, payment (including a facilitation payment), reward, rebate, contribution, commission or any improper influence, incentive, inducement or advantage of any kind, directly or indirectly, to or from:

- (a) any public official, administrative officer or political party;
- (b) any private entity, party or individual; or
- (c) any political or charitable organisations which would contravene (i) any applicable laws, rules or regulations applicable to the Supplier's business operations including, but not limited to the anti-bribery and competition laws and regulations of the United Kingdom; or (ii) industry best practice.

21.2 Without prejudice to any other provisions of the Agreement the Supplier shall at all times comply with and ensure that the Services are provided in accordance with all applicable laws, regulations, and codes of conduct and in an ethically compliant manner.

22. ASSIGNMENT

- (a) The Customer may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Agreement.
- (b) The Supplier may not assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Agreement without the prior written consent of the Customer (such consent it may in its absolute discretion withhold).
- (c) The Supplier may not subcontract any or all of its rights or obligations under the Agreement without the prior written consent of the Customer. If the Customer consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.

23. NOTICES

23.1 Any notice or other communication given to a party under or in connection with the Agreement shall be in writing and shall be; (a) addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this condition, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier; or (b) sent by email to the following addresses (or an address substituted in writing by the party to be served): Customer: companysecretary@icgplc.com, Supplier: the last known email address of the Supplier available to the Customer.

23.2 A notice or other communication shall be deemed to have been received:

- (a) 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;
- (b) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or,
- (c) if sent by e-mail, one Business Day after transmission.

23.3 The provisions of this condition shall not apply to the service of any proceedings or other documents in any legal action.

24. INVALIDITY AND SEVERABILITY

24.1 If any provision of the Agreement is or becomes (whether or not pursuant to any judgment or otherwise) invalid, illegal or unenforceable in any respect under the law of any jurisdiction:

- (a) the validity, legality and enforceability under the law of that jurisdiction of any other provision; and
- (b) the validity, legality and enforceability under the law of any other jurisdiction of that or any other provision, shall not be affected or impaired in any way thereby.

24.2 If any provision of the Agreement shall be held to be void or declared illegal, invalid or unenforceable for any reason whatsoever, such provision shall be divisible from the Agreement and shall be deemed to be deleted from the Agreement and the validity, legality and enforceability of the remaining provisions shall not be affected.

25. WAIVER

25.1 A waiver of any term, provision or condition of, or consent granted under, the Agreement shall be effective only if given in writing and signed by the waiving or consenting party and then only in the instance and for the purpose for which it is given.

25.2 No failure or delay on the part of any party in exercising any right, power or privilege under the Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

25.3 No breach of any provision of the Agreement shall be waived or discharged except with the express written consent of the parties.

25.4 The rights and remedies herein provided are cumulative with and not exclusive of any rights or remedies provided by law.

26. THIRD PARTY RIGHTS

The Agreement does not confer any rights on any person or party (other than the parties to the Agreement and (where applicable) their successors and permitted assignees) pursuant to the Contracts (Rights of Third Parties) Act 1999.

27. ENTIRE AGREEMENT

The Agreement constitutes the entire agreement between the parties. Each party acknowledges that in entering into the Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out

in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.

28. VARIATION

Except as set out in these Conditions, no variation of the Agreement, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by both parties.

29. GOVERNING LAW

The Agreement, and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to the Agreement or its formation (including any non-contractual disputes or claims), shall be governed by and construed in accordance with English law.

30. JURISDICTION

Each party to the Agreement irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes, which may arise out of or in any way relate to the Agreement or its formation and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of England.