

TERMS AND CONDITIONS OF PURCHASE 2026

1. Interpretation

1.1 Definitions. In these Conditions, the following definitions apply:

- (a) Business Day: a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.
- (b) Client: J.C. Watson Mechanical Limited (trading as JC Watson Mechanical and referred to in these Conditions as "JCWM"), registered in England and Wales with company number 09828997, whose registered office is stated on the Order.
- (c) Client Materials: has the meaning set out in clause 5.3(i).
- (d) Commencement Date: has the meaning set out in clause 2.2.
- (e) Conditions: these terms and conditions as amended from time to time in accordance with clause 14.8.
- (f) Contract: the contract between the Client and the Supplier for the supply of Goods and/or Services in accordance with these Conditions.
- (g) Deliverables: 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).
- (h) Goods: the goods (or any part of them) set out in the Order.
- (i) Goods Specification: any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Client and the Supplier.
- (j) Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
- (k) Order: the Client's order for the supply of Goods and/or Services, as set out in the Client's purchase order form, or the Client's written acceptance of the Supplier's quotations, or overleaf, as the case may be.
- (l) Services: the services, including without limitation any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification.
- (m) Service Specification: the description or specification for Services agreed in writing by the Client and the Supplier.
- (n) Supplier: the person or firm from whom the Client purchases the Goods and/or Services.
- (o) Client Contract: any contract between the Client and its employer, customer or other client in connection with the project to which the Order relates.
- (p) Construction Act: Part II of the Housing Grants, Construction and Regeneration Act 1996, as amended.
- (q) Construction Operations: construction operations within the meaning of section 105 of the Construction Act.
- (r) Defects Period: the period stated in the Order or, if none is stated, 12 months from completion of the whole of the project under the Client Contract.

- (s) Site: the site or premises at which the Goods are to be delivered or the Services performed.
- (t) Works: the Goods, Services, Deliverables and all other obligations to be supplied or performed by the Supplier under the Contract.

1.2 Construction. In these Conditions, the following rules apply:

- (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its personal representatives, successors and permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) a reference to writing or written includes email, except where clause 14.3 expressly requires another method of service.

2. Basis of Contract

2.1 The Order constitutes an offer by the Client to purchase Goods and/or Services from the Supplier in accordance with these Conditions.

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

- (a) the Supplier issuing written acceptance of the Order; or
- (b) any act by the Supplier consistent with fulfilling the Order, at which point and on which date the Contract shall come into existence ("Commencement Date").

2.3 These Conditions apply to the Contract 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.

2.4 All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

2.5 If there is any inconsistency, the following order of precedence applies: (a) any express amendment stated on the Order; (b) the Order and its scope, drawings and specifications; (c) these Conditions; and (d) any other document expressly incorporated by the Order. A Supplier quotation applies only to identify scope and price and shall not incorporate the Supplier's terms, qualifications or exclusions unless expressly accepted in writing and signed by a director of the Client.

2.6 The Supplier acknowledges that the Client may enter into or has entered into the Client Contract in reliance upon the Supplier performing the Works fully, safely, on time and in accordance with the Contract. The Supplier shall not be entitled to rely upon any review, approval, inspection, attendance or payment by the Client as relieving the Supplier of any obligation or liability.

3. Supply of Goods

3.1 The Supplier shall ensure that the Goods shall:

- (a) correspond with their description and any applicable Goods Specification;
- (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by the Client, expressly or by implication, and in this respect the Client relies on the Supplier's skill and judgment;
- (c) where applicable, be new, free from defects in design, materials and workmanship and remain so throughout the Defects Period; 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 Contract in respect of the Goods.

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

3.4 If following such inspection or testing the Client considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 3.1, the Client 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 Contract, and the Client shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

4. Delivery of Goods

4.1 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 Client to return any packaging material for the Goods to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.

4.2 The Supplier shall deliver the Goods:

- (a) on the date specified in the Order or, if no such date is specified, then within 2 days of the date of the Order;
- (b) to the Client's premises at Unit 30, Thurrock Commercial Centre, Juliette Way, Ockendon , Essex RM15 4YG or such other location as is set out in the Order or as instructed by the Client before delivery ("Delivery Location");
- (c) during the Client's normal hours of business on a Business Day, or as instructed by the Client.

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

4.4 If the Supplier:

- (a) delivers less than 100 per cent of the quantity of Goods ordered, the Client may reject the Goods; or
- (b) delivers more than 100 per cent of the quantity of Goods ordered, the Client may at its sole discretion reject the Goods or the excess Goods, and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and the Client accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.

4.5 The Supplier shall not deliver the Goods in instalments without the Client's prior written consent. Where it is agreed that the Goods are 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 Client to the remedies set out in clause 6.1.

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

4.7 Notwithstanding clause 4.6, title to any Goods or materials for which the Client has paid shall pass to the Client upon payment. The Supplier shall clearly identify and segregate them as the Client's property, shall not remove, dispose of, charge or encumber them, and shall permit the Client to inspect and take possession of them. Risk remains with the Supplier until delivery, installation and acceptance.

4.8 The Client shall have no obligation to pay for Goods or materials not delivered to the Site unless the Order expressly permits off-site payment and the Supplier first provides evidence of title, insurance,

segregation and an executed vesting certificate in a form acceptable to the Client. Any payment does not constitute acceptance.

5. Supply of Services

5.1 The Supplier shall from the date set out in the Order and for the duration of this Contract provide the Services to the Client in accordance with the terms of the Contract.

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

5.3 In providing the Services, the Supplier shall:

- (a) co-operate with the Client in all matters relating to the Services, and comply with all instructions of the Client;
- (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 this Contract;
- (d) ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Client;
- (e) provide all equipment, tools and vehicles and such other items as are 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 Client, 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 Client's premises;
- (i) hold all materials, equipment and tools, drawings, specifications and data supplied by the Client to the Supplier ("Client Materials") in safe custody at its own risk, maintain the Client Materials in good condition until returned to the Client, and not dispose or use the Client Materials other than in accordance with the Client's written instructions or authorisation; and
- (j) not do or omit to do anything which may cause the Client to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Client may rely or act on the Services.

5.4 The Supplier shall proceed regularly and diligently, comply with the programme and sequencing stated in or notified under the Order, co-ordinate with the Client and others, and immediately provide any programme, labour return, procurement schedule, progress report or recovery plan reasonably requested by the Client. If actual or anticipated progress is insufficient, the Supplier shall, at no additional cost, promptly increase labour, supervision, working hours, plant and materials and take all other reasonable recovery measures instructed by the Client.

5.5 Time is of the essence in relation to all delivery, performance, sectional completion and completion dates. The Supplier shall notify the Client in writing within two Business Days after becoming aware of any matter which has delayed or may delay the Works, giving full particulars, likely effect and mitigation. As a condition precedent to any entitlement to additional time or money, the Supplier shall keep contemporary records and provide a fully substantiated claim within five Business Days. The Supplier is entitled only to such fair extension of time as the Client determines for delay caused solely by the Client and not concurrent with Supplier delay. The Supplier has no entitlement to loss and expense unless expressly agreed in writing by the Client.

5.6 The Supplier shall not alter the design, specification, sequence or scope or undertake additional work without a written instruction from an authorised representative of the Client. No variation or additional payment is due unless its price and programme effect have been agreed in writing before the varied work is undertaken, except where emergency action is required to protect life or property and the Client is notified immediately.

5.7 Where the Supplier has any design responsibility, it warrants that it has exercised and will exercise the reasonable skill, care and diligence to be expected of an appropriately qualified and experienced designer undertaking work of similar scope, complexity and purpose, and that the completed design will comply with the Contract, applicable law and relevant standards. The Supplier shall maintain professional indemnity insurance in accordance with clause 10.2.

5.8 The Supplier shall provide promptly all test certificates, commissioning data, O&M information, as-built drawings, asset information, warranties, training, declarations of conformity and other handover records required by the Contract or reasonably required for the Client Contract. Completion is not achieved until those items and all keys, permits and access credentials have been delivered and accepted.

5.9 The Supplier is responsible for its employees, agency workers and subcontractors as if they were its own acts and omissions. No subcontracting or assignment relieves the Supplier of any obligation. The Supplier shall ensure that all lower-tier appointments contain protections no less onerous than those relevant to the Supplier's obligations under this Contract.

5.10 The Supplier shall comply with the Client's and Site owner's policies, permits, infection prevention and control procedures, safeguarding, security, information governance, asbestos arrangements, permit-to-work systems and reasonable directions. The Supplier shall comply with the Building Safety Act 2022, the Building Regulations 2010 (including applicable dutyholder and competence requirements) and project information-management requirements. The Supplier shall ensure that personnel hold all trade, F-Gas, gas, electrical, lifting, access, DBS or other competence evidence reasonably required for their work and shall remove any person whom the Client reasonably considers unsuitable.

5.11 The Supplier shall protect the Works, existing services, occupied areas and property and shall make good at its own cost all damage caused by it. It shall keep the Site safe, clean and orderly, remove waste lawfully, provide waste transfer documentation and comply with the Construction (Design and Management) Regulations 2015 and all applicable health, safety and environmental law.

6. Client Remedies

6.1 If the Supplier fails to deliver the Goods and/or perform the Services by the applicable date, the Client shall, without limiting its other rights or remedies, have one or more of the following rights:

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

6.2 Where the Order expressly states a rate and maximum for liquidated damages, the Supplier shall pay or allow liquidated damages at that rate for culpable delay from the applicable delivery or completion date until actual delivery, completion or termination, subject to the stated maximum. The parties acknowledge that the rate protects the Client's legitimate interest in timely performance and is proportionate to the anticipated consequences of delay. Liquidated damages are the Client's exclusive monetary remedy for the delay itself, but do not exclude termination, substitute-performance costs, defects claims or loss arising

from a separate breach, and there shall be no double recovery. If the Order states no liquidated-damages rate, the Client may recover its reasonable, proven loss caused by delay.

6.3 If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 3.1, then, without limiting its other rights or remedies, the Client shall have one or more of the following rights, whether or not it has accepted the Goods:

- (a) to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
- (b) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (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 (if paid);
- (d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- (e) to recover from the Supplier any expenditure incurred by the Client in obtaining substitute goods from a third party; and
- (f) to claim damages for any additional costs, loss or expenses incurred by the Client arising from the Supplier's failure to supply Goods in accordance with clause 3.1.

6.4 These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.

6.5 The Client's rights under this Contract are in addition to its rights and remedies implied by statute and common law.

6.6 If any Works are defective, incomplete or non-compliant, the Client may require the Supplier to investigate, open up, test, remove, repair, replace, reperform and make good at the Supplier's cost within the period directed by the Client. In an emergency, or if the Supplier fails to act within that period, the Client may do so itself or through others and recover the reasonable cost from the Supplier without prejudice to any other right.

6.7 Any repaired, replaced or reperformed Works shall be subject to a fresh Defects Period commencing upon completion of the remedial work. The Supplier shall pass to the Client the benefit of all manufacturer and supply-chain warranties, without reducing its own liability.

6.8 To the extent caused by the Supplier's breach, negligence, delay or failure, recoverable loss may include reasonable acceleration, investigation, testing, removal, storage, protection, professional, management, supervision, access, disruption, temporary works, replacement procurement and completion costs and any damages, service credits, deductions or other sums properly imposed upon or incurred by the Client under the Client Contract. The Client shall take reasonable steps to mitigate recoverable loss.

6.9 The Client may omit any part of the Works and have it carried out by others where reasonably necessary to protect safety, quality, programme or the Client Contract. If the omission results from Supplier default, the Supplier is not entitled to loss of profit and the Client may recover its reasonable additional cost.

7. Client's Obligations

7.1 The Client shall:

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

8. Charges and Payment

8.1 The price for the Goods:

- (a) 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 at the Commencement Date; and

(b) shall be inclusive of the costs of packaging, insurance and carriage of the Goods, unless otherwise agreed in writing by the Client. No extra charges shall be effective unless agreed in writing and signed by the Client.

8.2 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 Client, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

8.3 In respect of Goods, the Supplier shall invoice the Client on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice the Client on completion of the Services. Each invoice shall include such supporting information required by the Client to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.

8.4 Subject to clauses 8.5 to 8.15, the Client shall pay an undisputed amount stated in a correctly rendered invoice within 60 days after the invoice is received, or within any shorter period required by the Procurement Act 2023, the Client Contract or other applicable law, to a bank account verified and nominated in writing by the Supplier. Receipt of an invoice, assessment, payment or use of the Works does not amount to acceptance or waive any right.

8.5 All amounts payable by the Client under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Client, the Client shall, on receipt of a valid 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 and/or Services at the same time as payment is due for the supply of the Goods and/or Services.

8.6 If the Client fails to pay an amount properly due by the final date for payment, the Supplier may claim interest, statutory compensation and reasonable recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998 where applicable. Where that Act does not apply, interest accrues daily at 4 per cent per annum above the Bank of England base rate from the final date for payment until payment, before or after judgment. No interest accrues on an amount genuinely disputed in good faith until finally determined, except as the determination provides.

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

8.8 The Client may, without limiting its other rights or remedies, set off any amount owing to it by the Supplier against any amount payable by the Client to the Supplier under the Contract.

8.9 Where the Contract is a construction contract for the purposes of the Construction Act, this clause 8.9 applies in place of any inconsistent payment provision. The Supplier may submit one application each month on the date stated in the Order or, if none, on the last Business Day of the month, identifying the sum considered due and the basis of calculation with full supporting records. The due date is seven days after the Client receives a valid application. The final date for payment is 21 days after the due date.

8.10 The Client shall give a payment notice not later than five days after the due date stating the sum considered due at the due date and the basis of calculation. If no payment notice is given, the Supplier's application shall operate as the notice only if it complies fully with clause 8.9. The Client may give a pay less notice not later than five days before the final date for payment stating the sum considered due on the date of the notice and the basis of calculation.

8.11 The Supplier shall have no entitlement to payment for unfixed materials, off-site materials, variations, dayworks or loss and expense unless the applicable requirements of the Contract have been satisfied. The Client may withhold retention only where stated in the Order, at the percentage and release stages stated there.

8.12 Any payment made before discovery of an error, defect, overvaluation or Supplier liability may be corrected in a later payment or final account, subject to the Construction Act where applicable. The Supplier shall repay any overpayment within seven days of demand.

8.13 The Supplier shall not suspend performance except to the extent permitted by section 112 of the Construction Act and only after giving the notice required by that section. Any suspension must be limited to the affected obligation and the Supplier shall mitigate its effect.

8.14 The Supplier shall comply with the Construction Industry Scheme and provide all information reasonably required for verification and deductions. The Client may make any deduction required by law and provide the appropriate statement.

8.15 Subject to the Business Contract Terms (Assignment of Receivables) Regulations 2018, no invoice or debt may be assigned, factored or charged and no payment direction may be given without the Client's prior written consent. Where an assignment is effective by law, the Supplier shall promptly give verifiable written details; the assignment transfers no performance obligation, gives the assignee no greater right than the Supplier had, remains subject to every defence, deduction, set-off and pay less notice available by law, and creates no duty of care or other obligation owed by the Client to the assignee or funder.

9. Intellectual Property Rights

9.1 In respect of the Goods and any goods that are transferred to the Client as part of the Services under this Contract, 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 Client, it will have full and unrestricted rights to sell and transfer all such items to the Client.

9.2 The Supplier assigns to the Client, 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.

9.3 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.

9.4 The Supplier shall, promptly at the Client's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Client may from time to time require for the purpose of securing for the Client the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to the Client in accordance with clause 9.2.

9.5 All Client Materials are the exclusive property of the Client.

10. Indemnity

10.1 The Supplier shall keep the Client indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Client as a result of or in connection with:

- (a) any claim made against the Client 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 defect in the Goods is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
- (b) any claim made against the Client by a third party arising out of, or in connection with, the supply of the Goods or Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors; and
- (c) any claim made against the Client for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services.

10.2 The Supplier shall maintain with reputable insurers employers' liability insurance of not less than £10 million, public liability insurance of not less than £10 million and product liability insurance of not less than £5 million for each occurrence (or such higher amounts as the Order requires). Where the Supplier has design or professional responsibility it shall maintain professional indemnity insurance of not less than £5

million for each claim for 12 years after completion, or for the longest period commercially available on reasonable terms. Before starting and upon request, the Supplier shall provide certificates, policy summaries and premium evidence. Insurance does not limit liability.

10.3 This clause 10 shall survive termination of the Contract.

10.4 Nothing in the Contract limits or excludes the Supplier's liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, breach of title, deliberate default, infringement of Intellectual Property Rights, breach of confidentiality or data protection obligations, or any liability which cannot lawfully be limited. No limitation stated in a Supplier document applies unless expressly accepted in the Order and signed by a director of the Client.

11. Confidentiality

11.1 A party ("Receiving Party") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party ("Disclosing Party"), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party.

11.2 Notwithstanding the above, all work undertaken under the contract shall be deemed to be confidential and no information in writing, photographs or website or social media shall be posted or placed without the express written permission of JCWM. No assumptions that permission is granted or acceptable shall be assumed until received in writing from JCWM.

11.3 This clause 11 shall survive termination of the Contract.

11.4 Data protection and security

(a) Each party shall comply with applicable data protection law. The Supplier shall process personal data only on documented instructions from the Client, keep it secure, ensure confidentiality, assist with rights requests and regulatory obligations, notify the Client without undue delay and in any event within 12 hours of any actual or suspected personal data breach, and return or securely delete personal data on request. The Supplier shall not appoint a processor or transfer personal data outside the United Kingdom without prior written consent and legally compliant safeguards.

11.5 Compliance and conduct

(a) The Supplier shall comply with all applicable law and binding codes, including the Bribery Act 2010, Criminal Finances Act 2017, Modern Slavery Act 2015, Equality Act 2010, Environmental Protection Act 1990 and sanctions law. It shall maintain adequate procedures, promptly report any suspected breach relevant to the Contract and provide evidence of compliance on request. Any material breach of this clause is deemed a material breach not capable of remedy.

(b) The Supplier warrants that it and its personnel have the right to work in the United Kingdom and are properly engaged, paid and taxed. The Supplier is solely responsible for wages, holiday pay, pensions, PAYE, National Insurance and employment liabilities and shall indemnify the Client against claims, assessments and costs arising from a breach of this warranty, except to the extent caused by the Client.

12. Termination

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

(a) the Supplier commits a material or persistent breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 days of receipt of notice in writing of the breach;

- (b) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- (c) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
- (e) the Supplier (being an individual) is the subject of a bankruptcy petition order;
- (f) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier (being a company);
- (h) a floating charge holder over the assets of the Supplier (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;
- (j) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.1(b) to clause 12.1(i) (inclusive);
- (k) the Supplier suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business; or
- (l) the Supplier fails to proceed regularly and diligently, abandons or threatens to abandon the Works, fails to provide sufficient competent labour, supervision, plant or materials, fails to comply with a recovery instruction, or states that it is unable or unwilling to complete the Works; or
- (m) the Supplier breaches clauses concerning health and safety, confidentiality, data protection, bribery, modern slavery, sanctions, assignment, subcontracting or insurance; or
- (n) the Supplier (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

12.2 Without limiting its other rights or remedies, the Client may terminate the Contract:

- (a) in respect of the supply of Services, for convenience by giving the Supplier one week's written notice, in which event the Supplier is entitled only to the value of compliant Services properly performed up to termination and unavoidable direct demobilisation cost reasonably evidenced, but not loss of profit, contribution or opportunity; and
- (b) in respect of the supply of Goods, with immediate effect by giving written notice to the Supplier, in which case the Client shall pay the Supplier fair and reasonable compensation for any work in progress on any other Goods at the date of termination but such compensation shall not include loss of anticipated profits or any consequential loss.

12.3 In any of the circumstances in these Conditions in which the Client may terminate the Contract, where both Goods and Services are supplied, the Client may instead terminate part of the Contract in respect of the Goods, or in respect of the Services, and the Contract shall continue in respect of the remaining supply.

13. Consequences of Termination

13.1 On termination of the Contract or any part of it for any reason:

- (a) where the Services are terminated, the Supplier shall immediately deliver to the Client all Deliverables, whether or not then complete, and return all Client Materials. If the Supplier fails to do so, then the Client may without limiting its other rights or remedies 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 this Contract;
- (b) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination; and
- (c) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

13.2 On termination for Supplier default, the Client may take possession of and use any Goods, materials, plant, temporary works, design information and Deliverables on or intended for the Site so far as reasonably necessary to complete or protect the Works, subject to third-party ownership rights notified to the Client before use. The Supplier shall assign or novate relevant subcontracts, orders and warranties if requested.

13.3 The Client may defer final assessment and payment until the outstanding Works have been completed, defects remedied and the Client's reasonable completion costs and other losses ascertained. The Supplier shall be entitled only to the net amount, if any, remaining after valuation of compliant work and application of set-off and other contractual rights. Any balance due to the Client is payable within seven days of demand.

13.4 Any right arising by reason of insolvency or financial distress applies only to the extent permitted by applicable insolvency law, including section 233B of the Insolvency Act 1986.

14. General

14.1 Force majeure: A party is not liable for delay caused solely by an exceptional event beyond its reasonable control which could not reasonably have been prevented or overcome, provided it gives written notice within two Business Days, supplies evidence, mitigates continuously and resumes promptly. Force majeure excludes lack of finance, cash flow or credit, labour or material shortage, price increase, failure of a subcontractor or supplier unless itself caused by a qualifying event, industrial action limited to the Supplier's workforce, and any event which an experienced supplier should have allowed for. It does not excuse payment obligations. If performance is or is likely to be prevented for more than 10 Business Days, the Client may terminate all or part immediately without liability other than for compliant Works already received.

14.2 Assignment and subcontracting:

- (a) The Supplier shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Client.
- (b) The Client may at any time assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

14.3 Notices:

- (a) Any formal notice under clauses 6, 12 or 13 shall be in writing and delivered personally, by prepaid first-class post, recorded delivery or commercial courier to the recipient's registered office or address stated in the Order, and may additionally be sent by email to the address stated in the Order for notices. Routine instructions, applications, payment notices, pay less notices and other communications may be sent by email to the project or commercial contact customarily used by the parties.

(b) A communication is deemed received: if delivered personally, when left at the relevant address; if posted, at 9.00 am on the second Business Day after posting; if sent by courier, when signed for; and if sent by email, when transmitted without an automated delivery failure, provided that an email sent after 5.00 pm or on a non-Business Day is deemed received at 9.00 am on the next Business Day. Formal notices shall be effective only when the required hard-copy method has been used.

(c) This clause 14.3 does not apply to service of proceedings or other documents in legal action or arbitration. Email alone is not valid service of a formal termination notice unless the Order expressly states otherwise.

14.4 Waiver and cumulative remedies:

(a) A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

(b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

14.5 Severance:

(a) If a court or any other competent authority finds that any provision (or part of any provision) of the Contract is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

(b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

14.6 No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

14.7 Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.

14.8 Variation: Any variation, including any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by the Client.

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

14.10 Adjudication: Where the Contract is a construction contract, either party may refer a dispute or difference to adjudication at any time under the Construction Act. The adjudicator shall be agreed, failing which the nominating body shall be the Royal Institution of Chartered Surveyors. The Scheme for Construction Contracts (England and Wales) Regulations 1998, as amended, applies except to the extent the Contract contains compliant provisions. The decision is binding until finally determined by agreement, litigation or arbitration.

14.11 Dispute escalation: Before commencing court proceedings, a party shall give a concise written dispute notice and senior representatives shall meet within five Business Days to attempt resolution. This does not prevent adjudication, urgent injunctive relief, debt recovery or action required to preserve a limitation period.

14.12 Entire agreement: The Contract constitutes the entire agreement relating to its subject matter. The Supplier acknowledges that it has not relied on any statement not set out in the Contract, but nothing excludes liability for fraud or fraudulent misrepresentation.

14.13 Further assurance: The Supplier shall execute documents and do all things reasonably required to give the Client the benefit of the Contract, including collateral warranties, third-party rights, assignments, novations and vesting documents required under the Client Contract, provided their terms do not materially increase the Supplier's underlying obligations beyond this Contract.