

## TERMS AND CONDITIONS FOR THE PURCHASE OF FACILITIES MANAGEMENT SERVICES

### 1. Definitions and Interpretation

1.1 In these Conditions, the following words have the following meanings:

**Business Day:** a day other than a Saturday, Sunday or public holiday in England.

**Charges:** the charges for the Services as set out in the Contract.

**Commencement Date:** the date of a Contract.

**Conditions:** these terms and conditions for the purchase of facilities management services.

**Confidential Information:** all information howsoever recorded relating to either party or the Customer Group which is not publicly available including commercial, financial or technical information, know-how, or business methods.

**Contract:** as defined at clause 2.3.

**Control:** as defined in section 1124 of the Corporation Tax Act 2010.

**Customer:** means Industrials Management Limited (registered company number 02120839) or any other entity within the Customer Group purchasing Services, as set out in the Contract.

**Customer Group:** means:

(i) any subsidiary or holding company from time to time of Industrials Management Limited or any subsidiary from time to time of a holding company of Industrials Management Limited; and

(ii) any entity to which Industrials Management Limited provides asset management and/or property management services;

but excluding Blackstone Inc.

**Customer Materials:** has the meaning set out in clause 3.2(i).

**Data Protection Legislation:** means

(a) the General Data Protection Regulation (EU) 2016/679 as it forms part of the law of England and Wales, Scotland and Northern Ireland;

(b) the UK Data Protection Act 2018; and

(c) any further laws and statutory instruments relating to such regulations, data protection or privacy, all from time to time.

**Employment Information:** has the meaning set out in clause 10.2(d).

**Facilities:** the buildings and premises at which the Services shall be provided, as set out in the Contract.

**Intellectual Property Rights:** copyright and related rights, moral rights, trade marks, business names and domain names and all other intellectual property rights (whether registered or unregistered) which subsist or will subsist in any part of the world.

**Mandatory Policies:** the business policies of the Customer and/or Customer Group as provided to the Supplier and amended from time to time.

**Pay:** all emoluments and outgoings relating to employment including but not limited to PAYE, National Insurance Contributions, remuneration and benefits.

**Purchase Order:** a Customer's written request for Services.

**Services:** the services to be provided by the Supplier to the Customer, as set out in the Contract.

**Services Agreement:** the framework agreement entered into by the parties for the supply of Services incorporating these Conditions.

**Service Credits:** the sums payable by the Supplier to the Customer as specified in the Contract.

**Service Levels:** the minimum standard to be achieved for the Services, as set out in the Contract.

**Service Level Failure:** as defined at clause 5.5.

**Staff:** employees, workers, suppliers, officers, agents and any other persons engaged by the Supplier in the performance of the Services under the Contract (including any such persons who are employed or engaged by any sub-suppliers).

**Supplier:** the company supplying the Services, as set out in the Services Agreement.

**Transferring Staff:** means any member of Staff who is (1) an employee for the purposes of s230 of the Employment Rights Act 1996; and (2) wholly or mainly assigned to all or part of the Services as at the date 12 months prior to the termination of all or part of the Services.

**TUPE:** the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended, re-enacted or consolidated from time.

## 1.2 Interpretation:

- (a) Headings are inserted for convenience only and shall not affect the interpretation of these Conditions.
- (b) The words "other", "including" and "in particular" shall not limit the generality of any preceding words.
- (c) A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006.

## 2. Call Off

- 2.1 If a Customer wishes to procure services from the Supplier for itself it shall submit a Purchase Order to the Supplier.
- 2.2 Each Purchase Order shall be deemed to be a separate offer by the Customer to procure Services in accordance with the Services Agreement.
- 2.3 A Purchase Order shall be deemed to be accepted by the Supplier upon the earlier of:
  - (a) the Supplier issuing written acceptance of the Purchase Order; or
  - (b) the Supplier doing any act consistent with fulfilling the Purchase Order,

at which point a legally binding contract shall be formed and the Supplier shall be liable to supply the services specified in the Purchase Order accepted by the Supplier, in accordance with the Services Agreement ("**Contract**").

- 2.4 The terms of the Services Agreement apply to all Contracts to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

## 3. Supplier's obligations

- 3.1 The Supplier shall commence the provision of Services on the date specified in the Contract and time is of the essence in relation to such performance date.
- 3.2 In providing the Services, the Supplier shall at all times:
  - (a) co-operate with the Customer in all matters relating to the Services and comply with the Customer's instructions;
  - (b) perform the Services using reasonable care and skill;

- (c) use personnel who are suitably skilled to perform tasks assigned to them;
  - (d) provide all equipment required to perform the Services;
  - (e) obtain and maintain all required licences and consents;
  - (f) comply with all applicable laws, regulations, policies, guidelines or industry codes which apply to the Services, including in relation to health and safety;
  - (g) comply with the Mandatory Policies;
  - (h) comply with rules that apply to the Facilities that have been communicated to it;
  - (i) keep all documentation and equipment supplied by the Customer to the Supplier for the Services ("**Customer Materials**") safe and in good condition until returned to the Customer, and not dispose or use Customer Materials other than in accordance with the Customer's written instructions;
  - (j) will achieve and maintain (and shall procure that its agents or subcontractors will achieve and maintain) accreditation with the "SafeContractor" or "CHAS" assessment schemes.
  - (k) comply with the applicable CDM Regulations. In particular the Supplier shall: (i) comply with regulations 8 and 15 and, where it is 'Principal Contractor', with regulations 12 to 14 and (ii) whether or not the Supplier is the 'Principal Contractor', comply with its duties under the CDM Regulations, including any such directions as are referred to in regulation 15(3);
  - (l) comply with all relevant environmental legislation, codes of practice and guidance, relevant to its provision of the Services;
  - (m) take all reasonable steps to prevent environmental damage from its activities or products and ensure that its Staff are provided with all necessary training, information, guidance and procedures to enable them to perform the Services without risk to the environment;
  - (n) where the Customer operates an environmental management system, the Supplier shall provide all necessary information, training or support to the Customer to ensure that the system is satisfactorily maintained; and
  - (o) be responsible for monitoring the environmental performance of its Staff, and will take appropriate action to resolve any performance issues identified.
- 3.3 All the Supplier's property located or left at the Facilities shall remain at the sole risk and responsibility of the Supplier.
- 3.4 The Supplier shall indemnify the Customer and the Customer Group in full on demand against all liabilities, costs, expenses, damages and losses (including reasonable professional costs and expenses) incurred arising from any breach by the Supplier of its obligations under a Contract.
- 4. Customer's rights and obligations**
- 4.1 The Customer shall:
- (a) provide the Supplier with reasonable access at reasonable times to the Facilities for the purpose of providing the Services; and
  - (b) provide such necessary information for the provision of the Services as the Supplier may reasonably request.
- 4.2 The Customer may refuse to grant access to or remove any of the Staff from the Facilities who do not comply with any of the Mandatory Policies, or that present a security threat.

## 5. Service Levels

5.1 The Supplier shall provide the Services in accordance with the Service Levels at all times during the term of a Contract.

5.2 The Supplier shall provide to the Customer a report on the first Business Day at the start of each month detailing the performance of the Services against each of the Service Levels in the previous month ("**Service Level Report**").

5.3 Each Service Level Report shall contain the following information:

- (a) if each Service Level is achieved;
- (b) a summary of all Service Level Failures;
- (c) the Service Credits (if any) due to the Customer;
- (d) such other details as the Customer may request from time to time.

5.4 The Supplier shall promptly provide to the Customer such documentation as the Customer may reasonably require to verify the Supplier's achievement of the Service Levels and calculation of the Service Credits (if applicable).

5.5 If the Supplier fails to meet any Service Level ("**Service Level Failure**"):

- (a) it shall without prejudice to the Customer's other rights and remedies, promptly at its own cost:
  - (i) notify the Customer immediately in writing;
  - (ii) minimise the impact of the Service Level Failure;
  - (iii) take all such steps as may be required so as to prevent the Service Level Failure from recurring; and

(iv) re-perform the Services within 5 Business Days of the Service Failure (or such other timeframe agreed by the parties in writing) to achieve the applicable Service Levels;

(b) the Customer shall be entitled to the remedies set out in the Contract.

5.6 Where Service Credits are due to the Customer, the Supplier shall credit the Customer with the applicable Service Credits. Service Credits shall be shown as a deduction from the amount due in the next invoice. If no invoice is due to be issued, the Supplier shall issue a credit note for such Service Credits against the previous invoice and repay the amount of such Service Credits to the Customer within 5 Business Days of the issue of the credit note.

## 6. Charges and payment

6.1 In consideration of the provision of the Services by the Supplier, the Customer shall pay the Charges.

6.2 The Charges may be fixed or calculated on a time and materials basis, as set out in the Purchase Order.

6.3 Where the Charges are calculated on a time and materials basis:

- (a) the Supplier's daily fee rates for each individual person as set out in the Contract are calculated on the basis of an eight-hour day; and
- (b) the Supplier shall ensure that every individual whom it engages on the Services completes time sheets to record time spent on the Services, and the Supplier shall indicate the time spent per individual in its invoices.

6.4 The Charges include every cost and expense the Supplier directly or indirectly incurs in the performance of the Services.

6.5 The Customer may, in its absolute discretion, subject any or all of the Charges to a benchmark review.

## 7. Invoicing and Payment

7.1 The Customer is not required to pay any invoice unless a Purchase Order number is quoted on the invoice.

7.2 Subject to clause 7, the Customer shall pay each undisputed invoice (including VAT invoices) within 30 days of the date of the invoice to a bank account nominated in writing by the Supplier.

7.3 Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice.

7.4 The Supplier shall invoice the Customer for the Charges at the intervals specified in the Contract and send the invoice to the email address specified in the Contract.

7.5 If the Customer fails to pay any invoice in accordance with clause 7.2, the Supplier may charge interest on the overdue amount from the due date until payment is made in full both before and after any judgment, at three percent (3%) per annum over the Bank of England's base lending rate from time to time (accruing on a daily basis).

7.6 Without prejudice to its other rights or remedies, the Customer may set off any liability of the Supplier to the Customer or the Customer Group against any liability of the Customer to the Supplier.

7.7 If the Customer at any time becomes a "contractor" for the purposes of the Construction Industry Scheme ("CIS") under the Finance Act 2004, the Customer's obligations to pay the Charges is subject to the provisions of the CIS.

## 8. Intellectual property rights

8.1 In relation to the Customer Materials:

(a) the Customer (or its licensors) shall retain ownership of all Intellectual Property Rights in the Customer Materials; and

(b) the Customer grants to the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use the Customer Materials for the Term for the purpose of providing the Services to the Customer.

## 9. Data protection

9.1 The parties acknowledge and agree that the extent to which personal data is processed by the parties under a Contract is limited to personal data relating to the other party's employees for the purposes of providing or receiving (as applicable) the Services under the Contract and managing the Contract.

9.2 Both parties shall act as independent controllers in processing personal data for the purpose set out at clause 9.1. Both parties will comply with their respective obligations under Data Protection Legislation. This clause 9 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Data Protection Legislation.

## 10. TUPE

10.1 The parties envisage that on termination of all or part of the Services under the Contract, TUPE may apply.

10.2 The Supplier will provide to Customer within 30 days of any request such details of staff (anonymised as appropriate) as the Customer may reasonably require including but not limited to:

(a) their ages, length of service, details of their salary and benefits, notice period, details of existing pension schemes (including pension), and any agreements relating to pay and benefits covering such persons which relate to future dates but which have

already been agreed and their redundancy entitlements;

- (b) their job titles, qualifications and experience;
- (c) any other Employee Liability Information (as defined under TUPE); and
- (d) any further information about the other terms and conditions on which they are employed or engaged (including but not limited to their working time and working arrangements) in such detail as will allow the Customer to determine whether there are likely to be any members of the Supplier's staff who will transfer to the Customer or any replacement service provider by virtue of TUPE on termination of the provision by the Supplier of all or part of the Services and all such information provided under this Clause 10.2 shall be known as the "**Employee Information**".

10.3 The Supplier shall permit the Customer to use the Employee Information for the purposes of TUPE and of re-tendering. Without prejudice to the obligations of the Supplier under TUPE the Supplier will, within 30 days of any reasonable request by the Customer, provide all or part of the Employee Information to any tenderers and any replacement service provider.

10.4 Upon providing the Employee Information (and any updates to such Employee Information) to the Customer, any tenderers or any replacement service provider, the Supplier shall warrant its accuracy. If the Employee Information provided by the Supplier becomes inaccurate, whether due to changes to the employment and personnel details of the affected employees made subsequent to the original provision of such information or by reason of the Supplier becoming aware that the information originally given was inaccurate, the Supplier shall immediately notify the Customer of the inaccuracies and provide the amended information and a warranty as to its accuracy.

10.5 The Supplier shall indemnify and keep indemnified the Customer, any tenderers and any replacement

service provider from and against all actions, proceedings, claims, expenses, awards, costs (including reasonable legal fees) and all other liabilities whatsoever in any way connected with or arising from or relating to the provision of inaccurate Employee Information.

10.6 From the date which is the earlier of (a) three months prior to the date of expiry of the term of the Contract (b) the date on which notice is given to terminate the Contract or (c) the date on which the Customer notifies the Supplier that it intends to conduct a tender for the future provision of all or part of the Services, the Supplier shall not without the prior consent of the Customer (such consent not to be unreasonably withheld or delayed):

- (a) materially change the proportion of time that any member of Transferring Staff spends on the Services;
- (b) terminate the employment or the engagement of any member of Transferring Staff;
- (c) (a) assign to or (b) employ, engage or transfer any person (who is not a member of Transferring Staff) into the provision of the Services; or
- (d) increase the pay or benefits or other contractual entitlements (including any redundancy entitlements) of any member of Transferring Staff or propose or agree to do so from any future date.

10.7 Within 28 days of the expiry of the term of the Contract, the Supplier will pay or will procure that any sub-supplier will pay to the Customer an amount equivalent to the holiday pay for any holiday entitlement which has been accrued by the Transferring Staff but not taken as at the expiry of the term of the Contract.

10.8 The Supplier shall indemnify and keep indemnified the Customer and any replacement service provider from and against all actions, proceedings, claims, expenses, awards, costs and all other liabilities (including reasonable and properly incurred legal

fees) in connection with or as a result of any claim or demand by any member of the Staff arising out of their employment or its termination during the Contract, liability for which transfers or is alleged to have transferred to the Customer or any replacement service provider by virtue of TUPE.

10.9 The parties shall co-operate to ensure that any requirement to inform and consult with employees and/or their employee representatives in relation to any relevant transfer under TUPE will be fulfilled. The Supplier agrees that it will consent to, and co-operate with:

- (a) any request by the Customer or by any replacement supplier to meet with the Transferring Staff or their representatives; and
- (b) pre-transfer consultation by the Customer or by any replacement supplier under Part IV of the Trade Union and Labour Relations (Consolidation) Act 1992.

10.10 The Supplier shall be responsible for any emoluments and outgoings in relation to the Transferring Staff (including without limitation all accrued by untaken holiday pay, wages, bonuses, PAYE, National Insurance contributions, pensions contributions and otherwise) payable in respect of any period on or before the date when the relevant Services terminate.

10.11 The Supplier shall be responsible for any emoluments and outgoings in relation to the Transferring Staff (including without limitation all accrued by untaken holiday pay, wages, bonuses, PAYE, National Insurance contributions, pensions contributions and otherwise) payable in respect of any period on or before the date when the relevant Services terminate.

## 11. Audit

11.1 The Supplier shall allow the Customer and its auditors or other advisers access to any of the Supplier's premises, systems, Staff and relevant records (and to take copies of any relevant records)

as may be reasonably required to verify that the Services are being provided and all obligations of the Supplier are being performed in accordance with the Contract including the Charges and Service Levels.

11.2 The parties shall bear their own costs incurred in respect of compliance with this clause 11, unless the audit identifies a material breach of the Contract by the Supplier, in which case the Supplier shall reimburse the Customer for all its reasonable costs incurred in the audit.

11.3 If an audit identifies that:

- (a) the Supplier has failed to perform its obligations under the Contract, the Supplier shall (at its cost) perform its obligations within 5 Business Days (or such other timeframe agreed by the parties in writing) of being notified by the Customer to do so; and
- (b) the Customer has overpaid any Charges, the Supplier shall pay to the Customer the amount overpaid within 5 Business Days from the date of receipt of an invoice or notice to do so.

## 12. Insurance

12.1 During the term of the Services Agreement and for a period of six years following termination or expiry of the Services Agreement, the Supplier shall maintain in force with reputable insurance companies product liability insurance, public liability insurance, professional indemnity insurance and employer's liability insurance with a limit of at least £10 million for claims arising from a single event or series of related events in each year.

12.2 The Supplier shall immediately provide to the Customer on request a copy of the insurance certificate setting out details of the insurance policy.

12.3 The Supplier shall notify the Customer in writing if any insurance policy is (or will be) cancelled or its terms are (or will be) subject to any material change.

### 13. Limitation of Liability

13.1 Nothing in a Contract excludes or limits either party's liability for:

- (a) death or personal injury caused by the other party's negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any liability which cannot legally be excluded or limited; and
- (d) breach of clause 17.

13.2 Subject to clause 13.1, neither party shall have liability for any:

- (a) indirect loss or damage; or
- (b) loss of profit (whether direct or indirect),

arising from breach of its obligations under the Contract.

13.3 Subject to clauses 13.1 and 13.2, the total aggregate liability of the Customer and the Customer Group in contract (including negligence and breach of statutory duty), misrepresentation or otherwise in connection with each Contract shall not exceed 100% of the Charges paid or payable by the Customer to the Supplier under the relevant Contract. For the avoidance of doubt Industrials Management Limited accepts no liability for the performance by any Customer of any Contract entered into by a Customer.

### 14. Step-In Rights

14.1 The Customer shall be entitled to exercise its rights set out in this clause 14 if:

- (a) the Customer is required or advised to do so:
  - (i) by any regulator; or
  - (ii) in order to comply with any applicable laws; or

(b) the Customer considers that the Supplier's failure to perform its obligations under a Contract may create an immediate and/or serious threat to the Customer's business and/or operational effectiveness;

(c) the Customer has the right to terminate a Contract in accordance with clause 15.1, 15.2(a)(ii) or 19.1

and, in each case, the Customer reasonably believes that there are no other reasonable alternative methods for addressing the issue in the time available ("**Step In Rights**").

14.2 If the provisions of this clause 14 apply and the Customer wishes to exercise its Step-In Rights, the Customer shall give the Supplier no less than one Business Day's written notice (the "**Step In Notice**").

14.3 Following service of the Step In Notice:

(a) the Customer shall be entitled to take such action as is included in the Step In Notice and any consequential action it reasonably believes is necessary in support of the grounds notified in the Step In Notice (the "**Required Action**"); and

(b) the Supplier shall give all reasonable assistance to the Customer (or third party appointed by the Customer) while it (or the third party appointed by the Customer) is taking the Required Action.

14.4 The Supplier shall bear its own costs in connection with any step-in by the Customer under this clause 14 and any costs incurred by the Customer in taking any Required Action (including any third party costs).

### 15. Termination

15.1 Without limiting or affecting any other right or remedy available to it, either party may terminate a Contract or the Services Agreement immediately by giving written notice to the other party (without making any payment to the other party other than in



respect of amounts due before the termination date) if:

- (a) the other party materially breaches any of its obligations under the Contract which is incapable of remedy, or if capable of remedy, fails to remedy the breach within 30 days of being notified to do so in writing;
- (b) the other party repeatedly breaches any of the terms of the Contract;
- (c) the other party enters into administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applies to court for or obtains a moratorium under Part A1 of the Insolvency Act 1986, is wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), or has a receiver appointed to any of its assets or ceasing to carry on business; and/or
- (d) 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.

15.2 Without limiting or affecting any other right or remedy available to it, the Customer may terminate a Contract (without making any payment to the Supplier other than in respect of amounts due before the termination date):

- (a) immediately by giving written notice to the Supplier if:
  - (i) there is a change of Control of the Supplier;
  - (ii) the Supplier breaches clause 3.2(f);
- (b) for convenience by giving the Supplier at least one months' written notice.

## 16. Consequences of termination

- 16.1 The termination or expiry of a Contract and the Services Agreement is without prejudice to the rights and remedies either party has accrued up to the date of termination or expiry.
- 16.2 Any provision of a Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry shall remain in full force and effect.
- 16.3 On termination or expiry of a Contract or the Services Agreement:
  - (a) the Supplier shall immediately:
    - (i) return all Customer Materials;
    - (ii) repay to the Customer any Charges which the Customer may have paid in advance in respect of Services not provided by the Supplier as at the termination or expiry of the Contract;
    - (iii) vacate the Facilities leaving them clean and tidy and removing any materials or equipment belonging to it. The Customer may dispose of any materials or equipment that have not been removed from the Facilities within 10 Business Days of termination or expiry of the Contract and shall not be obliged to account to the Supplier for the same;
    - (iv) return to the Customer and Customer Group (if applicable) any security and access keys and codes issued to Staff; and
  - (b) each party shall return to the other party all Confidential Information (including any copies) of the other party.
- 16.4 On the date of termination of the Services Agreement, any uncompleted Contracts shall

continue in full force and effect subject to the terms of the Services Agreement, until the expiration or termination of such Contracts.

16.5 The termination of any Contract shall not affect any other Contract.

## 17. Confidentiality

17.1 Each party shall keep confidential the other party's Confidential Information and shall not use nor disclose the same except to perform its obligations or exercise its rights under a Contract, or with the prior written consent of the other party

17.2 Each party may disclose the other party's Confidential Information to an employee, consultant, sub-contractor, agent or professional advisor and the Customer may disclose the Supplier's Confidential Information to the Customer Group ("**Related Parties**") if necessary to perform its obligations or exercise its rights under a Contract, provided that the Related Parties are subject to equivalent obligations of this clause 17. Each party will be responsible for disclosure and/or use of the other party's Confidential Information by its Related Parties.

17.3 The obligations in this clause 17 do not apply to any Confidential Information which either party can show:

- (a) is publicly available other than as a result of that party's breach of this clause 17;
- (b) is disclosed to it by a third party;
- (c) is agreed by the parties in writing to not amount to Confidential Information; and/or
- (d) is required to be disclosed under any applicable law, or by court order or governmental body or authority.

## 18. Dispute Resolution

18.1 If a dispute arises out of or in connection with a Contract, then:

- (a) Each party's authorised representative shall use reasonable endeavours to resolve the dispute within 5 Business Days of the dispute being referred to them. If the dispute is not resolved, either party may refer the dispute as set out at clause 18.1(b).
- (b) Each party's senior individuals shall use reasonable endeavours to resolve the dispute within 5 Business Days of the dispute being referred to them. If the senior individuals fail to resolve the dispute, the parties shall refer the dispute as set out at clause 18.1(c).
- (c) An alternative dispute resolution procedure with the assistance of a mediator agreed by the parties or, in default of such agreement, appointed by the Centre for Effective Dispute Resolution, 70 Fleet Street, London EC4Y 1EU and shall attempt to settle the dispute in accordance with the CEDR Model Mediation Procedure. If the parties reach a settlement, such settlement shall be reduced to writing and, once signed by the authorised representative of each of the parties, shall be binding on the parties.

18.2 The parties shall bear their own legal costs of complying with clause 18.1, but the costs of mediation shall be borne by the parties equally.

18.3 Notwithstanding the provisions of this clause 18, either party may take proceedings or seek remedies before the courts for interim remedies in relation to any breach of this Agreement.

## 19. General

19.1 **Force majeure.** Neither party shall be liable for delay in performing, or failure to perform, any of its obligations under a Contract if such delay or failure result from circumstances beyond its reasonable

control. If the period of delay or non-performance continues for one month, the party not affected may terminate the Contract immediately by giving written notice to the affected party.

## 19.2 **Assignment and other dealings.**

- (a) The Supplier may not assign, delegate, subcontract, transfer, charge or otherwise dispose of all or any of its rights and obligations under a Contract without the prior written consent of the Customer.
- (b) The Customer may at any time assign, mortgage, charge, sub-contract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- (c) If the Customer consents to the engagement of a subcontractor by the Supplier, the Supplier shall ensure that such subcontractor complies with the terms of the Contract. The Supplier shall remain responsible for all acts and omissions of its subcontractors and those employed or engaged by the subcontractors.

19.3 **Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes any prior arrangement and agreement between the parties.

19.4 **Variation.** A Contract can only be amended if agreed by the parties in writing.

19.5 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under a Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

19.6 **Severance.** If any provision or part-provision of a Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified or deleted to the minimum extent necessary to make it valid, legal and enforceable.

## 19.7 **Notices.**

- (a) Any notices sent under a Contract must be in writing addressed to that party and delivered by hand, pre-paid first class post or recorded delivery or by email to the following address (or such other address notified by a party to the other party in writing).

Supplier: as set out in the Services Agreement

Customer: [maintenance@industrials.co.uk](mailto:maintenance@industrials.co.uk)

- (b) All notices to the Customer shall be addressed to Sarah Bellilchi, Group General Counsel, with a copy to Simon Ross, Head of Asset Management, at 180 Great Portland Street, London, W1W 5QZ.
- (c) A notice is deemed received: (i) if delivered by hand, when left at the other party's address (ii) if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting, or (iii) if sent by email, at the time of transmission, provided that the email is sent without any error message.
- (d) This clause does not apply to the service of any proceedings or other documents in any legal action.

## 19.8 **Third party rights.**

- (a) Subject to clause 19.8(b), a person who is not a party to a Contract has no rights (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any provision of a Contract, save that the terms of a Contract may be directly enforced by any member of the Customer Group.
- (b) The rights of the parties to rescind or vary a Contract are not subject to the consent of any other person.

19.9 **Governing law.** The Contract and any dispute or claim (including non-contractual disputes or claims)

arising in connection with it shall be governed by English law.

- 19.10 **Jurisdiction.** The English courts have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising in connection with a Contract.