

Terms & Conditions of Business

SCOPUS ASBESTOS COMPLIANCE LTD

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Registered in England & Wales | Company No. 11250668 | VAT No. 293902284
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1. INTERPRETATION

The following definitions and rules of interpretation apply in these terms and conditions ("Conditions"):

Bribery Act the Bribery Act 2010 and any statutory modification or re-enactment thereof.

Building the building(s) at which the Company is to perform the Services as set out in the Quotation.

Company Scopus Asbestos Compliance Ltd, a company registered in England and Wales (number 11250668) whose registered address is Suite 5, Milner House, Milner Way, Ossett, West Yorkshire WF5 9JE.

Company's Equipment any equipment including tools, systems, cabling or facilities, provided by the Company or its sub-contractors and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the parties under which title passes to the Customer.

Company's Manager the Company's manager for the Services appointed under condition 4.4.

Contract the Customer's purchase order and the Company's acceptance of it, or the Customer's acceptance of a quotation for Services by the Company under condition 2.2.

Customer the person, firm or company who purchases Services from the Company. Where the Customer is an individual who is not acting wholly or mainly in the course of a trade, business, craft or profession, the Customer may have additional rights under applicable consumer protection legislation.

Customer's Manager the Customer's manager for provision of the Services, appointed in accordance with condition 5.

Data Protection Legislation the UK General Data Protection Regulation (UK GDPR) as retained in UK law by the European Union (Withdrawal) Act 2018, the Data Protection Act 2018, and any other applicable legislation relating to data protection, privacy or the processing of personal data, all as amended, replaced or re-enacted from time to time.

Deliverables all Documents, products and materials developed by the Company in respect of the Services in any form, including (without limitation) computer programs, data, reports, surveys, test results and specifications specified in the Quotation.

Document includes any document in writing, drawing, map, plan, diagram, design, picture or other image, data file or other device or record embodying information in any form, including in electronic form.

Input Material all Documents, information and materials provided by the Customer relating to the Services, including computer programs, data, reports and specifications.

Intellectual Property Rights all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress, rights in goodwill, rights in designs, rights in computer software, database rights, topography rights, moral 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 anywhere in the world.

Modern Slavery Act the Modern Slavery Act 2015 and any statutory modification or re-enactment thereof.

Pre-existing Materials all Documents, information and materials provided by the Company relating to the Services which existed prior to the commencement of the Contract.

Quotation the Company's quotation for the Services.

Services the services to be provided by the Company under the Contract, being (as applicable) the testing and identification of asbestos-containing materials, air monitoring, asbestos surveying, four-stage clearance activities, and any other services agreed in the Quotation, together with any Deliverables.

VAT value added tax chargeable under the Value Added Tax Act 1994 and any similar or replacement tax.

In these Conditions: (a) condition and paragraph headings do not affect interpretation; (b) a person includes a natural person, corporate or unincorporated body and that person's legal and personal representatives, successors and permitted assigns; (c) words in the singular include the plural and vice versa; (d) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time, and includes any subordinate legislation in force under it; (e) 'including', 'include' and 'in particular' are deemed to have 'without limitation' following them; (f) writing or written includes email but not fax (fax is no longer accepted as a valid communication method).

2. APPLICATION OF CONDITIONS

2.1 These Conditions apply to and are incorporated into the Contract and prevail over any inconsistent terms or conditions contained or referred to in the Customer's purchase order, confirmation of order, acceptance of the Quotation or specification, or implied by law, trade custom, practice or course of dealing.

2.2 The Customer's purchase order, or the Customer's acceptance of the Company's Quotation, constitutes an offer by the Customer to purchase the specified Services on these Conditions. No offer placed by the Customer is accepted other than: (a) by a written acknowledgement issued and executed by the Company; or (b) if earlier, by the Company starting to provide the Services — at which point a Contract is established on these Conditions. The Customer's own standard terms and conditions shall not govern the Contract.

2.3 The Quotation is valid for 30 days from its date unless previously withdrawn by the Company.

2.4 Where these Conditions are inconsistent with any specific terms set out in the Quotation, the Quotation terms prevail.

3. COMMENCEMENT AND DURATION

3.1 The Services commence on the date specified in the purchase order and relate to the Building identified in the Quotation only.

3.2 The Services continue until completion in accordance with the Quotation, or until earlier termination by either party giving not less than three months' written notice, or until the Contract is terminated in accordance with condition 14.

4. COMPANY'S OBLIGATIONS

4.1 The Company shall use reasonable endeavours to provide the Services in accordance in all material respects with the Quotation and with all current applicable legislation and supporting guidance, including (without limitation) the Control of Asbestos Regulations 2012, the Health and Safety at Work Act 1974, and any applicable UKAS accreditation requirements. The Company shall not be liable if, in complying with legislation, it is in breach of its obligations under the Contract.

4.2 The Company shall use reasonable endeavours to meet agreed contract dates. Any such dates are estimates only and time is not of the essence unless expressly agreed otherwise in writing.

4.3 The Company's analytical reports, surveys, test results and other Deliverables will be prepared with all reasonable skill, care and diligence in accordance with the standard and technical operating procedures applicable to each activity, and in compliance with the relevant UKAS accreditation scope where accredited services are being provided.

4.4 The Company shall appoint the Company's Manager who shall have authority contractually to bind the Company on all matters relating to the Services.

4.5 The Company shall use all reasonable endeavours to observe health and safety rules and regulations and any other reasonable security requirements at the Customer's premises that have been communicated to it under condition 5.1.

4.6 Modern Slavery: The Company operates a zero-tolerance approach to modern slavery and human trafficking. The Company complies with the Modern Slavery Act 2015 and takes reasonable steps to ensure that slavery and human trafficking are not taking place in its business or supply chains. The Company's Modern Slavery Policy is available on request.

4.7 Anti-Bribery: The Company complies with the Bribery Act 2010 and operates an anti-bribery and corruption policy. The Company does not offer, promise, give, request or accept any bribe, facilitation payment or improper advantage. Any suspected breach should be reported in accordance with the Company's whistleblowing policy.

5. CUSTOMER'S OBLIGATIONS

5.1 The Customer shall: (a) co-operate with the Company in all matters relating to the Services and appoint the Customer's Manager with authority to bind the Customer; (b) provide access to the Customer's premises, data and other facilities as reasonably requested by the Company; (c) provide Input Material and information in a timely manner and ensure it is accurate in all material respects; (d) be responsible for preparing and maintaining the relevant premises for the supply of the Services; (e) inform the Company of all health and safety rules, regulations and reasonable security requirements at the Customer's premises; (f) obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services; and (g) comply with all applicable laws relating to its own business, premises, staff and equipment.

5.2 The Customer warrants that: (a) all Input Material provided to the Company is accurate and not misleading; (b) it has the right to provide the Input Material to the Company; and (c) it is not in breach of any Data Protection Legislation in providing personal data to the Company.

5.3 The Customer acknowledges that in preparing Deliverables and carrying out the Services, the Company relies on the Customer to make full disclosure of all known, assumed or suspected structures, tanks, utilities, pipelines, discharges, spillages and hazardous substances at, under or near

the Building. If the Company's activities reveal undisclosed matters, the Company may increase the price and vary the Quotation accordingly.

5.4 The Customer acknowledges that in entering into the Contract it has read and understood the Quotation including any assumptions, and that the Company reserves the right to amend prices or cancel the Contract if any assumptions prove incorrect.

5.5 If the Company's performance is prevented or delayed by any act or omission of the Customer, the Company shall not be liable for any resulting costs, charges or losses.

5.6 The Customer shall be liable to pay to the Company, on demand, all reasonable costs, charges or losses sustained or incurred by the Company (including direct, indirect or consequential losses, loss of profit, loss of reputation, loss of or damage to property, loss arising from injury to or death of any person, and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations, subject to the Company confirming such costs, charges and losses in writing.

5.7 The Customer shall not, without the prior written consent of the Company, at any time from the date of the Contract to the expiry of 12 months after the last date of supply of the Services, solicit or entice away from the Company, or employ or attempt to employ, any person who is or has been engaged as an employee or sub-contractor of the Company in the provision of the Services. This period has been reviewed in light of the Employment Rights Act 2025 and the Company reserves the right to seek injunctive relief or damages for any breach of this clause.

5.8 The Customer shall comply with all applicable anti-bribery and anti-corruption laws including the Bribery Act 2010 and shall not engage in any corrupt practices in connection with the Contract.

5.9 The Customer shall comply with all applicable modern slavery and human trafficking legislation including the Modern Slavery Act 2015 in connection with the Services.

5.10 Where the Customer is a public body, or the Services form part of a publicly funded contract, the Customer is responsible for ensuring that the procurement of the Services was conducted in accordance with the Procurement Act 2023 (for contracts entered into on or after 24 February 2025) or the Public Contracts Regulations 2015 (for contracts entered into before that date), as applicable. The Company accepts no liability arising from any failure by the Customer to comply with procurement law requirements.

6. CHANGE CONTROL

6.1 If either party wishes to change the scope or execution of the Services, they shall submit details of the requested change in writing.

6.2 On receipt of a change request, the Company shall within a reasonable time provide a written estimate of: (a) the likely time required to implement the change; (b) any variations to the Company's charges; (c) the likely effect on the Quotation; and (d) any other impact on the Contract.

6.3 The Company may change the Services without notice to comply with applicable safety or statutory requirements, provided such changes do not materially affect the nature, scope or charges.

6.4 The Company has no obligation to proceed with any change unless the parties have agreed in writing on all necessary variations.

6.5 The Company may charge for time spent assessing a change request on a time and materials basis.

7. CHARGES AND PAYMENT

7.1 Condition 7.2 applies where the Services are provided on a time and materials basis and condition 7.3 applies where the Services are provided for a fixed price. The remainder of this condition 7 applies in either case.

7.2 Time and materials basis: (a) charges are calculated in accordance with the Company's standard daily fee rates as amended on not less than three months' written notice; (b) standard daily fee rates are calculated on the basis of an eight-hour day worked between 08:00 and 17:00 Monday to Friday (excluding public holidays); (c) overtime at 45% of the normal daily rate applies for work outside standard hours; (d) all charges are exclusive of VAT, which will be added at the applicable rate; (e) the Company shall ensure that adequate records are maintained and shall invoice monthly in arrears, with each invoice setting out time spent, with a detailed breakdown of expenses and materials and relevant receipts.

7.3 Fixed price basis: the total price for the Services is the amount set out in the purchase order and shall be paid in full without deduction or set-off. The Company shall invoice the Customer for charges then payable, together with expenses, materials costs and VAT.

7.4 Fixed prices and daily rates include the cost of hotel, subsistence, travel and other ancillary expenses reasonably incurred in connection with the Services, unless otherwise stated in the Quotation.

7.5 The Customer shall pay each invoice in full and in cleared funds within 30 days of receipt. Time for payment is of the essence.

7.6 If the Customer fails to pay by the due date, without prejudice to any other rights, the Company may: (a) charge interest on the outstanding sum at the statutory rate under the Late Payment of Commercial Debts (Interest) Act 1998, currently 8% per annum above the Bank of England base rate, accruing daily and compounding quarterly from the due date until payment, whether before or after judgment — together with the Company's reasonable debt recovery costs; and (b) suspend all Services until payment is made in full.

7.7 All sums payable become due immediately on termination of the Contract. The Company may set off any liability of the Customer to the Company against any liability of the Company to the Customer.

7.8 The Customer acknowledges that the price payable is based on information disclosed by the Customer regarding the condition of the Building, and shall provide any new relevant information that may affect the price.

8. HAZARDOUS SUBSTANCES AND WASTE

8.1 Any hazardous substances or waste arising from the Services shall be held by the Company as agent for the Customer. The Company shall be responsible for arranging their disposal (including associated costs) in accordance with the Hazardous Waste Regulations 2005 and the Environmental Protection Act 1990. The Customer acknowledges that ultimate legal responsibility for asbestos waste

generated at the Customer's premises remains with the Customer as waste holder until lawfully transferred to a licensed carrier.

8.2 The Customer acknowledges that the use of exploration, investigative or remedial methods can involve an inherent risk of contamination of previously uncontaminated soils and waters and that any seal applied may be imperfect despite all reasonable precautions. The Customer assumes all associated risks arising from these inherent characteristics of investigative work.

9. DELIVERABLES AND EXCLUSIONS

9.1 The Company shall prepare all surveys, reports, test results, opinions, interpretations and other information forming part of the Deliverables with all reasonable skill, care and diligence, in accordance with applicable UKAS accreditation requirements where the Services fall within the Company's accredited scope.

9.2 Results, findings and recommendations stated within Deliverables are produced in good faith employing all reasonable skill and care. They are given for the purpose set out in the Quotation only. Reliance on them for any other purpose is at the Customer's own risk.

9.3 The contents of any Deliverables provided to the Customer are confidential to the Company and may be used by the Customer solely for the purpose set out in the Quotation. The Company disclaims all liability in respect of any use of the Deliverables not in accordance with this clause or use by any third party.

9.4 Deliverables remain the property of the Company until the price for the Services has been paid in full.

9.5 Where the Customer re-uses or redistributes any Deliverable (including incorporating it into other reports or planning applications), the Customer does so at its own risk and shall not represent the Deliverable as anything other than a report prepared for the original purpose.

9.6 The Company does not warrant that its analytical methods or results will meet any particular regulatory standard unless this has been expressly agreed in writing. The Company's UKAS accreditation schedule defines the scope of accredited activities.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 All Intellectual Property Rights arising from the Services, including in any Deliverables, shall at all times belong to the Company unless otherwise agreed in writing.

10.2 Subject to condition 10.3 and full payment by the Customer for the Services, the Company licenses all such rights to the Customer free of charge on a non-exclusive, worldwide basis to the extent necessary to enable the Customer to make reasonable use of the Deliverables for the purpose set out in the Quotation. This licence terminates automatically if the Contract is terminated by the Company under condition 14.

10.3 Where the Company does not own all rights in the Deliverables or Pre-existing Materials, the Customer's use of such rights is conditional on the Company obtaining a written licence from the relevant licensor on terms entitling the Company to sub-licence to the Customer.

10.4 Any content within the Deliverables generated with the assistance of artificial intelligence (AI) tools is reviewed and validated by the Company's qualified personnel before issue. The Company retains ownership of all such content. The Customer is informed that AI-assisted drafting may be used in preparing certain elements of written reports. The Company's qualified professional personnel are responsible for all technical conclusions and recommendations.

11. CONFIDENTIALITY

11.1 Each party (the Recipient) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives of a confidential nature disclosed by the other party (the Discloser), its employees, agents or sub-contractors. The Recipient shall restrict disclosure to those employees, agents or sub-contractors who need to know for the purposes of discharging the Recipient's obligations, and shall ensure such persons are subject to equivalent confidentiality obligations.

11.2 The Company is responsible, through legally enforceable commitments, for the management of all information obtained or created during the performance of its activities. The Company shall inform the client, in advance, of any information it intends to place in the public domain. Except for information that the client makes publicly available, or where agreed between the parties (e.g. for responding to complaints), all other information is proprietary and confidential.

11.3 Where the Company is required by law or authorised by contractual commitments to release confidential information, the client shall, unless prohibited by law, be notified of the information provided.

11.4 Information about the client obtained from sources other than the client (e.g. complainants, regulators) shall be treated as confidential.

11.5 All materials, equipment, drawings, specifications and data supplied by the Company to the Customer (including Pre-existing Materials) shall at all times be and remain the exclusive property of the Company, held by the Customer in safe custody at its own risk and maintained in good condition until returned to the Company, and shall not be disposed of or used other than in accordance with the Company's written instructions.

11.6 This condition 11 survives termination of the Contract.

12. LIMITATION OF LIABILITY

12.1 This condition sets out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) in respect of: (a) any breach of the Contract; (b) any use made by the Customer of the Services or the Deliverables; and (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

12.2 Nothing in these Conditions limits or excludes the liability of the Company: (a) for death or personal injury resulting from negligence; (b) for fraud or fraudulent misrepresentation; (c) for any other liability which cannot be excluded or limited by law, including under the Consumer Rights Act 2015 where applicable; or (d) where the Customer is a consumer under applicable legislation, for any statutory rights which cannot be excluded.

12.3 Subject to condition 12.2, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

12.4 Subject to condition 12.2, the Company shall not be liable, whether in tort (including negligence or breach of statutory duty), contract, misrepresentation or otherwise, for: (a) loss of profits; (b) loss of business; (c) depletion of goodwill or similar losses; (d) loss of anticipated savings; (e) loss of goods; (f) loss of contract; (g) loss of use; (h) loss or corruption of data or information; (i) any special, indirect, consequential or pure economic loss; or (j) any damage caused to the Building in the proper performance of the Services.

12.5 Subject to condition 12.2, the Company's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract shall be limited to 125% of the total fees paid by the Customer for the specific Services giving rise to the claim. This cap has been set having regard to the nature of asbestos consultancy services, the parties' respective insurance positions, and the Company's obligation to maintain professional indemnity insurance.

NOTE: The Company maintains professional indemnity insurance. Customers requiring details of the Company's insurance cover should request this from the Company's Manager before entering into the Contract.

12.6 The Digital Markets, Competition and Consumers Act 2024 (DMCCA 2024) introduced enhanced consumer protection provisions with effect from 6 April 2025. Where the Customer is a consumer (an individual acting wholly or mainly outside their trade, business, craft or profession), nothing in these Conditions affects the Customer's rights under the Consumer Rights Act 2015 or the DMCCA 2024, including the right to services performed with reasonable care and skill.

13. DATA PROTECTION

13.1 Both parties shall comply with all applicable requirements of the Data Protection Legislation. This condition 13 is in addition to, and does not relieve, remove or replace, any party's obligations or rights under the Data Protection Legislation.

13.2 To the extent that the Company processes personal data as a processor on behalf of the Customer in providing the Services, the Company shall: (a) process such personal data only on the Customer's documented instructions; (b) implement appropriate technical and organisational measures to protect the personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure; (c) not appoint a sub-processor without the prior written authorisation of the Customer; and (d) provide reasonable assistance to the Customer in complying with its obligations under the Data Protection Legislation.

13.3 The Customer acknowledges and agrees that: (a) details of the Customer's name, address and payment record may be submitted to a credit reference agency in connection with the Services; (b) personal data will be processed by and on behalf of the Company in connection with the Services in accordance with the Company's Privacy Notice, a copy of which is available at www.scopus-asbestos.co.uk; and (c) the Company processes certain personal data as a data controller in its own right (e.g. contact details of the Customer's Manager) in accordance with the Data Protection Legislation.

13.4 In the event of any personal data breach (as defined in the UK GDPR) affecting data processed under this Contract, the party suffering or becoming aware of the breach shall notify the other party without undue delay (and in any event within 72 hours of becoming aware) to enable both parties to comply with their respective notification obligations to the Information Commissioner's Office and, where applicable, to affected data subjects.

13.5 Both parties shall retain personal data only for as long as necessary for the purposes for which it was collected, and shall delete or anonymise personal data on request (subject to any legal obligation to retain it for longer).

14. TERMINATION

14.1 The Contract terminates automatically on completion of the Services in accordance with the Quotation.

14.2 Either party may terminate the Contract without liability to the other on giving not less than three months' written notice, or immediately by notice if: (a) the other party commits a material breach and (if remediable) fails to remedy it within 30 days of written notification; (b) an order is made or resolution passed for the winding up of the other party, or circumstances arise entitling a court to make a winding-up order; (c) an administrator is appointed or documents are filed for the appointment of an administrator, or notice of intention to appoint an administrator is given (as defined in Schedule B1 to the Insolvency Act 1986); (d) a receiver is appointed over any of the other party's assets; (e) the other party makes any arrangement or composition with its creditors; (f) the other party ceases or threatens to cease to trade; (g) there is a change of control of the other party (as defined in section 574 of the Capital Allowances Act 2001); or (h) the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

14.3 On termination for any reason: (a) the Customer shall immediately pay all outstanding invoices and interest and the Company may submit an invoice for Services supplied but not yet invoiced, payable immediately; (b) the Customer shall return all Company Equipment and Pre-existing Materials (the Company may enter the Customer's premises to recover them if not returned); and (c) all accrued rights and obligations at the date of termination shall not be affected.

15. FORCE MAJEURE

The Company shall have no liability under the Contract if prevented from or delayed in performing its obligations by circumstances beyond its reasonable control, including (without limitation): strikes, lock-outs or other industrial disputes; failure of utility services or transport networks; act of God; war, riot, civil commotion, terrorist act or malicious damage; compliance with any law or governmental order, rule, regulation or direction; accident; breakdown of plant or machinery; fire, flood, storm, pandemic, epidemic or public health emergency; or default of suppliers or sub-contractors. The Company shall notify the Customer as soon as practicable and shall use reasonable endeavours to resume performance. If the force majeure event continues for more than 90 days, either party may terminate the Contract on 30 days' written notice.

16. VARIATION

Subject to condition 6, no variation of the Contract is valid unless in writing and signed by or on behalf of each party.

17. WAIVER

17.1 A waiver of any right is only effective if in writing and applies only to the party to whom it is addressed and the circumstances for which it is given.

17.2 Rights arising under the Contract are cumulative and do not exclude rights provided by law.

18. SEVERANCE

18.1 If any provision (or part of a provision) is found to be invalid, unenforceable or illegal, the other provisions will remain in force.

18.2 If any invalid provision would be valid if modified, that provision will apply with whatever modification is necessary to make it valid and enforceable.

18.3 The parties agree to attempt to substitute for any invalid, unenforceable or illegal provision a valid and legal provision that achieves to the greatest extent possible the same effect as the invalid provision.

19. ENTIRE AGREEMENT

Each party acknowledges that in entering into the Contract it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether written or oral) of any person relating to the subject matter of the Contract, other than as expressly set out in the Contract. This condition does not exclude any liability for fraudulent misrepresentation.

20. ASSIGNMENT

20.1 The Customer shall not assign, transfer, charge, sub-contract 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 Company.

20.2 The Company may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract, provided that the assignee assumes all relevant obligations.

21. NO PARTNERSHIP OR AGENCY

Nothing in the Contract creates a partnership between the parties or authorises either party to act as agent for the other. Neither party has authority to act in the name of or on behalf of the other in any way.

22. RIGHTS OF THIRD PARTIES

The Contract is made for the benefit of the parties and (where applicable) their successors and permitted assigns. It is not intended to benefit or be enforceable by any other person. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract.

23. NOTICES

Notices under the Contract shall be in writing, sent to the address specified in the Contract (or such other address as the relevant party notifies in writing), and shall be: (a) delivered personally — effective on delivery; (b) sent by pre-paid first-class post or recorded delivery — effective 48 hours after posting; or (c) sent by email to the address specified in the Quotation or purchase order — effective on transmission if transmitted before 17:00 on a business day, otherwise at 09:00 on the next business day. References to fax have been removed as fax is no longer a valid notice method.

24. GOVERNING LAW AND JURISDICTION

24.1 The Contract and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

24.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter, subject to condition 28 below.

25. MODERN SLAVERY

25.1 The Company operates in accordance with the Modern Slavery Act 2015. The Company takes reasonable steps to ensure that its business and supply chains are free from slavery and human trafficking.

25.2 The Customer warrants that it operates in accordance with the Modern Slavery Act 2015 and shall promptly notify the Company if it becomes aware of any actual or suspected instance of modern slavery or human trafficking in connection with the Contract.

25.3 The Company may terminate the Contract immediately on written notice if the Customer is in breach of this condition 25.

26. ANTI-BRIBERY AND CORRUPTION

26.1 Each party shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including the Bribery Act 2010.

26.2 Neither party shall engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK.

26.3 The Company has in place and maintains adequate procedures designed to prevent persons associated with it from undertaking conduct that would give rise to an offence under the Bribery Act 2010. The Customer shall maintain equivalent procedures throughout the term of the Contract.

26.4 Breach of this condition 26 by the Customer is deemed a material breach entitling the Company to terminate the Contract immediately.

27. PROCUREMENT ACT 2023 (PUBLIC SECTOR CONTRACTS)

27.1 This condition applies only where the Services are procured under a public sector contract to which the Procurement Act 2023 applies (i.e. contracts entered into on or after 24 February 2025 by a contracting authority within the meaning of the Procurement Act 2023).

27.2 Where this condition applies: (a) the Customer warrants that it has complied with the Procurement Act 2023 and all applicable procurement regulations in procuring the Services; (b) the Company confirms that it is not an excluded supplier within the meaning of Schedule 6 of the

Procurement Act 2023 and shall promptly notify the Customer if this position changes; (c) the Company acknowledges that contracting authorities may be subject to transparency and performance reporting obligations under the Procurement Act 2023 and shall provide reasonable co-operation in this regard.

27.3 Where the Services are procured under framework agreements or dynamic markets established under the Public Contracts Regulations 2015 (i.e. before 24 February 2025), those regulations continue to govern the relevant procurement notwithstanding the entry into force of the Procurement Act 2023.

28. DISPUTE RESOLUTION

28.1 If a dispute arises out of or in connection with the Contract, the parties shall first attempt to resolve it informally. If not resolved within 14 days of written notification of the dispute, either party may request formal mediation.

28.2 The parties shall attempt mediation in good faith. The mediator shall be agreed by the parties or, failing agreement within seven days of a request for mediation, appointed by the Centre for Effective Dispute Resolution (CEDR) on the application of either party.

28.3 Neither party may commence court proceedings in relation to a dispute until the mediation process has been attempted (or the other party has refused to participate in mediation), except that either party may seek interim injunctive or other urgent relief from the courts if necessary to protect its rights.

28.4 The costs of mediation shall be shared equally unless the parties agree otherwise.