

# LTE Group Generic Terms and Conditions

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# LTE GROUP GENERIC TERMS AND CONDITIONS FOR THE PROCUREMENT OF GOODS AND SERVICES

## 1. Interpretation

### 1.1. Group Entities

The Contract may be entered into by one of LTE Group's entities rather than LTE Group and such entity shall be the Customer (as detailed below). This will be stated on the Order. These entities are as follows and any references to such entities in these Conditions shall apply as follows:

<b>LTE Professional Services Limited:</b>	means LTE Professional Services Limited, a company registered in England and Wales with company number 12129870 whose registered office address is Whitworth House Ashton Old Road, Openshaw, Manchester, United Kingdom, M11 2WH.
<b>Novus Cambria:</b>	means Novus Cambria, a company registered in England and Wales with company number 10401823 whose registered office address is C/O Coleg Cambria, Grove Park Road, Wrexham, United Kingdom, LL12 7AB.
<b>Novus Gower Limited:</b>	means Novus Gower Limited, a company registered in England and Wales with company number 14219516 whose registered office address is C/O Gower College Swansea Tycoch Road, Sketty, Swansea, United Kingdom, SA2 9EB.
<b>Novus – Transforming Lives Limited:</b>	means Novus – Transforming Lives Limited, a company registered in England and Wales with company number 14504754 whose registered office address is Whitworth House Ashton Old Road, Openshaw, Manchester, England, M11 2WH.
<b>Total People Limited:</b>	means Total People Limited, a company registered in England and Wales with company number 06380764 whose registered office address is Whitworth House Ashton Old Road, Openshaw, Manchester, England, M11 2WH.
<b>Total People Holdings Limited:</b>	means Total People Holdings Limited, a company registered in England and Wales with company number 07905182 whose registered office address is Whitworth House, Ashton Old Road, Manchester, England, M11 2WH.

### 1.2. Definitions

In these Conditions, the following definitions apply:

<b>Customer:</b>	means, as applicable and as stated in the relevant Purchase Order: <ul style="list-style-type: none"><li>○ LTE Group;</li><li>○ LTE Professional Services Limited;</li><li>○ Novus – Transforming Lives Limited;</li><li>○ Total People Limited;</li><li>○ Total People Holdings Limited;</li><li>○ any other Group Subsidiary;</li><li>○ a Joint Venture.</li></ul>
<b>Conditions:</b>	these terms and conditions as amended from time to time.
<b>Confidential Information:</b>	means any information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, finances, properties, assets, trading practices, developments, trade secrets, Intellectual Property Rights, know-how, personnel, and customers of either party to the Contract (as the case may be), and all personal data and sensitive personal data within the meaning of the GDPR.
<b>Contract:</b>	the contract between the Customer and the Supplier for the supply of Goods and/or Services in accordance with these Conditions.
<b>Customer Materials:</b>	has the meaning set out in clause 6.3.1.
<b>Data Protection Legislation:</b>	<ol style="list-style-type: none"><li>i. the GDPR, the LED and any applicable national implementing Laws as amended from time to time;</li><li>ii. the DPA 2018 to the extent that it relates to processing of personal data and privacy; and</li><li>iii. all applicable Law about the processing of personal data and privacy.</li></ol>
<b>Deemed Employment:</b>	an engagement to which section 61M(1)(d) of the Income Tax (Earnings and Pensions) Act 2003 applies.

<b>Deliverables:</b>	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).
<b>Delivery Locations:</b>	has the meaning given in clause 5.2(b).
<b>FOIA:</b>	the Freedom of Information Act 2000.
<b>Goods:</b>	the goods (or any part of them) set out in the Order.
<b>Goods Specification:</b>	any specification for the Goods, including any related plans and drawings that is agreed in writing by the Customer and the Supplier.
<b>Group Subsidiary:</b>	means a subsidiary (as the same is defined in Section 1159 of the Companies Act 2006) of LTE Group or a subsidiary (as the same is defined in Section 1159 of the Companies Act 2006) of an LTE Group Entity.
<b>Intellectual Property Rights:</b>	patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
<b>Joint Venture:</b>	means: <ul style="list-style-type: none"> <li>○ Novus Cambria;</li> <li>○ Novus Gower Limited;</li> <li>○ any other joint venture entered into by LTE Group or an LTE Group Entity.</li> </ul>
<b>Law:</b>	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Contractor is bound to comply.
<b>LTE Group:</b>	a statutory corporation established under the Further and Higher Education Act 1992 of Whitworth House, Ashton Old Road, Manchester, M11 2WH sometimes trading as: "The Manchester College" ("TMC") or "UCEN Manchester" ("UCEN") or Novus ("Novus").
<b>LTE Group Entity:</b>	means: <ul style="list-style-type: none"> <li>○ LTE Professional Services Limited;</li> <li>○ Novus – Transforming Lives Limited;</li> <li>○ Total People Limited;</li> <li>○ Total People Holdings Limited.</li> </ul>
<b>Order:</b>	the Customer's purchase order for the supply of Goods and/or Services.
<b>Services:</b>	the services, including without limitation any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification or (where there is no Service Specification) as is set out in the Order.
<b>Service Specification:</b>	the description or specification for Services agreed in writing by the Customer and the Supplier.
<b>Supplier:</b>	the person or organisation from whom the Customer purchases the Goods and/or Services.
<b>VAT:</b>	value added tax in accordance with the provisions of the Value Added Tax Act 1994.
<b>Working Day:</b>	a day (other than a Saturday or Sunday) in England when banks in London are open for business.

1.3. These Conditions, unless the context otherwise requires:

- 1.3.1. a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.3.2. any references to a party includes its personal representatives, successors or permitted assigns;
- 1.3.3. any obligation on any party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.3.4. any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any

subordinate legislation, byelaw or code of practice made under that enactment;

1.3.5. the word 'including' shall be understood as meaning 'including without limitation'; and

1.3.6. any reference to writing or written includes faxes and e-mails.

## **2. Basis of a Contract**

2.1. The Contract shall consist of the Order and any Goods Specification and any Service Specification and these terms and conditions and the Contract shall be deemed to have come into effect as soon as the Supplier either issues a written acceptance of the Order or by the Supplier acting in a way which is consistent with accepting the Order.

2.2. These Terms and Conditions apply to a 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.

## **3. Supply of Goods**

3.1. The Supplier shall ensure that the Goods shall:

3.1.1. correspond with their description and any applicable Goods Specification;

3.1.2. 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 Customer, expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgment;

3.1.3. be new (unless otherwise specified in the Goods Specification) and free from defects in design, materials and workmanship and remain so for 12 months after delivery; and

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

## **4. Cancellation**

4.1. The Customer may cancel an Order for the Goods, or any part of the Goods, at any time before delivery (as defined by clause 5.3), by giving the Supplier written notice of the Cancellation.

4.2. Where an Order for the Goods or any part of the Goods is cancelled in accordance with clause 4.1, the Supplier agrees that the Customer shall not be liable for any charges, and any invoices levied against the Customer shall be cancelled and any monies paid for the Goods by the Customer shall be refunded to the Customer within five Working Days of the Supplier receiving the notice of cancellation. .

4.3. Where the Customer cancels an Order for the Goods or any part of the Goods in accordance with clause 4.3 but the Goods or part of the Goods were shipped prior to the Supplier receiving the written notice in accordance with clause 4.1, notwithstanding clause 4.2, where the Goods or part of the Goods are bespoke to the Customer, the Supplier has the right to charge the Supplier the costs of the materials which the Supplier has purchased to fulfil the order for the Goods and which cannot be used for other orders or returned to the supplier of those materials for a refund

4.4. For the avoidance of doubt, under no circumstances shall the Customer be liable for any loss of anticipated profits or any consequential loss.

## **5. Delivery of Goods**

5.1. The Supplier shall ensure that:

5.1.1. the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;

5.1.2. 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, special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

5.1.3. if the Supplier requires the Customer 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.

5.2. The Supplier shall deliver the Goods:

5.2.1. on the date specified in the Order or, if no such date is specified, then within 30 days of the date of the Order;

5.2.2. to a location specified by the Customer before delivery by specific instruction by the Customer or as is set out in the Order ("**Delivery Location**");

5.2.3. during the Customer's normal hours of business on a Working Day, or as instructed by the Customer.

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

5.4. The Supplier shall not deliver the Goods in instalments without the Customer's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Customer to the remedies set out in clause 7.1.

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

5.6. The Supplier warrants that it has full clear and unencumbered title to the Goods and that at the date of delivery of the Goods to the

Customer it will have full and unrestricted rights to sell and transfer the Goods to the Customer.

## 6. Supply of Services

- 6.1. The Supplier shall from the date set out in the Order and for the duration of a Contract provide the Services to the Customer in accordance with the terms of the Contract.
- 6.2. The Supplier shall meet any performance dates for the Services specified in the Order, Contract or agreement signed by two or more parties setting out the terms of an arrangement notified to the Supplier by the Customer.
- 6.3. In providing the Services, the Supplier shall:
  - 6.3.1. co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
  - 6.3.2. perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
  - 6.3.3. 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;
  - 6.3.4. ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Service Specification or Order where there is no Service Specification, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Customer;
  - 6.3.5. provide all equipment, tools and vehicles and such other items as are required to provide the Services;
  - 6.3.6. use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all materials supplied and used in the Services or transferred to the Customer, will be free from defects in workmanship, installation and design;
  - 6.3.7. obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
  - 6.3.8. observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises;
  - 6.3.9. hold all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier ("**Customer Materials**") in safe custody at its own risk, maintain Customer Materials 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 or authorisation; and
  - 6.3.10. not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business.

## 7. Customer Remedies

- 7.1. If the Supplier fails to deliver the Goods and/or perform the Services by the applicable date, the Customer shall, without limiting its other rights or remedies, have one or more of the following rights:
  - 7.1.1. to terminate the Contract with immediate effect by giving written notice to the Supplier;
  - 7.1.2. to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
  - 7.1.3. to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods and/or services from a third party;
  - 7.1.4. where the Customer 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
  - 7.1.5. to claim damages for any additional costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to meet such dates.
- 7.2. 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 Customer shall have one or more of the following rights, whether or not it has accepted the Goods:
  - 7.2.1. 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;
  - 7.2.2. to terminate the Contract with immediate effect by giving written notice to the Supplier;
  - 7.2.3. 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);
  - 7.2.4. to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
  - 7.2.5. to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute goods from a third party; and
  - 7.2.6. to claim damages for any additional costs, loss or expenses incurred by the Customer arising from the Supplier's failure to supply Goods in accordance with clause 3.1.
- 7.3. If the Supplier has supplied Services that do not conform to the undertakings in clause 6.3 then, without limiting its other rights or remedies, the Customer shall have one or more of the following rights:
  - 7.3.1. to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
  - 7.3.2. recover from the Supplier any costs incurred by the Customer in obtaining substitute services from a third party; and/or
  - 7.3.3. where the Customer has paid in advance for Services that have not been provided by the Supplier, to have such sums refunded by the Supplier.

- 7.4. These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.
- 7.5. The Customer's rights under this Contract are in addition to its rights and remedies implied by statute and common law.

## **8. Charges and Payment**

- 8.1. The price for the Goods or Services:
- 8.1.1. shall be the price set out in the Order;
  - 8.1.2. shall be inclusive of the costs of packaging, insurance and carriage of the Goods, unless otherwise agreed in writing by the Customer. No extra charges shall be effective unless agreed in writing and signed by the Customer; and
  - 8.1.3. shall not be varied for reason or currency fluctuation, unforeseen circumstances, or any other reason during the period between the Order being accepted and delivery.
- 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 supply of the Services. Unless otherwise agreed in writing by the Customer, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 8.3. In respect of Goods, the Supplier shall invoice the Customer on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice the Customer on completion of the Services.
- 8.4. The Supplier must have received a purchase order number from the Customer prior to commencing any manufacture or supply of any Goods or the provision of any Services. It is Supplier's responsibility to ensure that they receive the purchase order number from the Customer.
- 8.5. All invoices submitted by the Supplier to the Customer must contain the Customer's relevant purchase order number. The Customer shall have no obligation to make any payment unless the purchase order number is stated on the Supplier's invoice.
- 8.6. All invoices for Goods or Services shall be electronic and in PDF format, shall include all supporting information required by the Customer, and rendered to the Customer (addressed when appropriate to the trading name of LTE Group shown on the Order) by e-mail to [invoices@ltegroup.co.uk](mailto:invoices@ltegroup.co.uk) and any invoice rendered in any other way shall not be paid by the Customer. The Customer may reject any invoice that is rendered to the incorrect corporate entity including invoicing the incorrect LTE Group Entity or Joint Venture or any invoice that includes incorrect details and the Customer shall not be liable for the charges until the Supplier submits an invoice which, as applicable, is in the name of the correct corporate entity or has had the incorrect details corrected.
- 8.7. In consideration of the supply of Goods and/or Services by the Supplier, the Customer shall (subject to the terms of clauses 8.12 and 8.13) pay the invoiced amounts within 30 days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier and validated by the Customer.
- 8.8. All amounts payable by the Customer under the Contract are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier a sum equal to the VAT chargeable in respect of the supply of the Goods and/or Services.
- 8.9. If a payment of an undisputed amount is not made by the Customer by due date for payment, then the Customer shall pay the Supplier interest on the overdue amount at the rate specified in the Late Payment of Commercial Debts Regulations 2013. This clause shall not apply to payments that the Customer disputes in good faith.
- 8.10. Where from time to time there is or are an invoice or invoices unpaid by the Customer the Supplier shall deliver to the Customer a statement of account by the 5<sup>th</sup> day of each month listing each such invoice by date number and amount due. All statements of account shall be electronic and in PDF format and rendered to the Customer by e-mail to [statements@ltegroup.co.uk](mailto:statements@ltegroup.co.uk)
- 8.11. 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 Customer to inspect such records at all reasonable times on request.
- 8.12. Without prejudice to the terms of clause 8.13, the Customer shall first apply in payment or part payment of the Supplier's invoice or invoices any sum (or part of a sum) held by the Supplier to the credit of the Customer and where such application leaves a balance due to the Supplier the Customer shall pay such balance on the terms (mutatis mutandis) set out in clause 8.7.
- 8.13. The Customer may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract.

## **9. Assignment and Subcontracting**

- 9.1. The Customer may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 9.2. The Supplier may not assign, transfer, mortgage, charge, subcontract, declare a trust over 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 Customer.

## **10. Intellectual Property Rights**

- 10.1. The Supplier grants the Customer a perpetual, royalty free, irrevocable, non-exclusive licence (with the right to sub-licence) to use all Intellectual Property Rights in the Goods or in any materials accompanying the Goods to the extent that it is necessary to fulfil the Supplier's obligations under the Contract or enable the Customer to use the Goods for their intended purpose.
- 10.2. The Supplier assigns to the Customer, with full title guarantee and free from all third-party rights, all Intellectual Property Rights in the products of the Services, including for the avoidance of doubt the Deliverables.
- 10.3. The Supplier shall obtain waivers of all moral rights in the products of the Services, including for the avoidance of doubt the Deliverables, 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.

10.4. The Supplier shall, promptly at the Customer's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Customer may from time to time require for the purpose of securing for the Customer the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to the Customer in accordance with clause 10.3.

10.5. All LTE Group Materials are the exclusive property of the Customer and shall remain so throughout the term of the Contract.

10.6. All Intellectual Property Rights in LTE Group Materials shall remain the property of the Customer, but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required during the term of the Contract for the sole purpose of enabling the Supplier to perform its obligations under the Contract.

## 11. Confidentiality, Transparency, and Publicity

11.1. Subject to clause 11.2, each party shall:

11.1.1. treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing party; and

11.1.2. not use or exploit the disclosing party's Confidential Information in any way except for the purposes anticipated under the Contract.

11.2. Notwithstanding clause 11.1, a party may disclose Confidential Information which it receives from the other party:

11.2.1. where disclosure is required by applicable law or by a court of competent jurisdiction;

11.2.2. to its auditors or for the purposes of regulatory requirements;

11.2.3. on a confidential basis, to its professional advisers or associates engaged to advise it in connection with the Contract and these terms and these Conditions as is strictly necessary for the performance of the Contract and adherence to these Conditions and only to the extent necessary for the performance of the Contract;

11.2.4. where the receiving party is the Supplier, to its staff on a need to know basis to enable performance of the Supplier's obligations under the Contract provided that the Supplier shall procure that any staff to whom it discloses Confidential Information pursuant to this clause;

11.2.5. shall observe the Supplier's confidentiality obligations under the Contract; and

11.2.5.1. where the receiving party is the Customer:

11.2.5.1.1. on a confidential basis to the employees, agents, consultants and contractors of the Customer subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this Contract; or

11.2.5.1.2. in accordance with clause 12.

11.2.6. The Supplier shall not make any press announcement or publicise the Contract or any part of the Contract in any way, except with the prior written consent of the Customer.

## 12. Freedom of Information

12.1. The Supplier acknowledges that the Customer:

12.1.1. is subject to the requirements of the FOIA and shall provide all necessary assistance and cooperation as is reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA; and

12.1.2. may be required under the FOIA to disclose Information concerning the Supplier, the Goods or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier.

12.2. Notwithstanding any other provision in the Contract, the Customer shall be responsible for determining in its absolute discretion whether any information relating to the Supplier, the Goods or Services is exempt from disclosure in accordance with the FOIA.

## 13. Indemnity and Insurance

13.1. The Supplier shall keep the Customer indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses), loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis), any losses incurred as a result of not being able to claim back VAT or other applicable sales taxes and all other reasonable professional costs and expenses suffered or incurred by the Customer and/or LTE Group as a result of or in connection with:

13.1.1. any claim made against the Customer for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;

13.1.2. the Supplier invoicing the incorrect corporate entity including invoicing the incorrect LTE Group Entity or Joint Venture or from the Supplier including incorrect details on the Supplier's invoice;

13.1.3. any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from a determination that the provision of the Goods or Services is Deemed Employment or any payment or benefit received by the Supplier or any individual working on behalf of the Supplier in respect of the provision of the Good or Services, arising from a determination that the provision of the Goods or Services is Deemed Employment, where such recovery is not prohibited by law;

13.1.4. any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Supplier or any individual working on behalf of the Supplier against the Customer arising out of or in connection with the provision of the Good or Services including any situation where the Supplier is deemed to be a worker in

accordance with Chapter 8 of the Income Tax (Earnings and Pensions) Act 2003 (known as the IR35 off-payroll working rules);

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

13.1.6. any claim made against the Customer by a third party arising out of or in connection with the supply of the Goods or the 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.

13.2. This clause 13 shall survive termination of the Contract.

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

#### **14. Force majeure**

14.1. Neither party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from circumstances beyond the reasonable control of the party affected. Each party shall promptly notify the other party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than 30 days, either party may terminate the Contract by written notice to the other party.

#### **15. Termination**

15.1. Without prejudice to any other right or remedy, the Customer may terminate the Contract:

15.1.1. in respect of the supply of Services, by giving the Supplier three months' written notice (or if the Contract is less than three months in duration by giving one month's written notice); and

15.1.2. in respect of the supply of Goods, in whole or in part at any time before delivery with immediate effect by giving written notice to the Supplier in accordance with clause 4.

15.2. The Supplier may terminate the Contract by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.

15.3. In any of the circumstances in these Conditions in which a party may terminate the Contract, where both Goods and Services are supplied, that party may terminate the Contract in respect of the Goods, or in respect of the Services, and the Contract shall continue in respect of the remaining supply.

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

15.4.1. commits a material breach of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of receipt of notice in writing to do so;

15.4.2. is in persistent breach of any of its obligations under this Contract, whether or not such breach is capable of remedy. For the purposes of this clause 15.4.2 three or more non-material breaches of the terms of the Contract in any consecutive period of 3 months may together constitute a persistent breach;

15.4.3. undergoes a change of control as specified within the Income Tax Act 2007 and Corporation Tax Act 2010;

15.4.4. becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause (d) in consequence of debt in any jurisdiction;

15.4.5. (being an individual) is the subject of a bankruptcy petition or order;

15.4.6. (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; or

15.4.7. suspends or ceases, or threatens to suspend, or cease, to carry on all or a substantial part of its business.

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

15.6. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

15.7. Upon termination or expiry of the Contract, the Supplier shall:

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

15.7.2. invoice the Customer in accordance with these Conditions for all charges properly incurred in accordance with this Contract but not yet invoiced; and

15.7.3. give all reasonable assistance to the Customer and any incoming supplier of the Goods and/or Services (as the case may be).

## 16. Compliance with laws and policies

16.1. In performing its obligations under the Contract, the Supplier shall comply with:

- 16.1.1. all applicable laws, statutes, regulations from time to time in force, including (but without limitation) the General Data Protection Regulation, Data Protection Act 2018, the Bribery Act 2010, The National Minimum Wage Act 1998 (and all regulations made thereunder) and the Modern Slavery Act 2015;
- 16.1.2. The Customer's policies as notified to the Supplier from time to time; and
- 16.1.3. Without prejudice to the generality of the foregoing the Supplier shall observe and perform the terms of LTE Group's Supplier Code of Conduct as the same is from time to time published at LTE Group's website.

16.2. The Supplier shall promptly notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Contract which may amount to a breach of this clause.

## 17. Data Protection Clauses

17.1. In these data protection clauses:

- 17.1.1. **"Data Protection Legislation"** shall mean the General Data Protection Regulation (EU) 2016/679 (the "GDPR") and any other applicable laws relating to the protection of personal data and the privacy of individuals (all as amended, updated or re-enacted from time to time);
- 17.1.2. **"Data Subject"**, **"Controller"**, **"International Organisation"**, **"Processor"** and **"Processing"** have the same meaning as in the Data Protection Legislation;
- 17.1.3. **"Personal Data"** has the meaning set out in the Data Protection Legislation in relation to data Processed under this Contract;
- 17.1.4. **"Regulator"** means any independent public authority responsible for monitoring the application of the Data Protection Legislation in the UK or any other member state of the European Union; and
- 17.1.5. **"Third Country"** means any country other than the UK, a European Union Member State or a member of the European Economic Area at the time of transfer of Personal Data.

17.2. Where, for the purposes of the Data Protection Legislation, you are Processing Personal Data on behalf of the Customer:

- 17.2.1. the nature/purpose of the Processing is to enable you to carry out your duties under this Contract (which form the subject matter of the Processing);
- 17.2.2. the types of Personal Data and the categories of Data Subjects to be Processed are those relevant to the nature of this Contract; and
- 17.2.3. the duration of the Processing shall be the term of this Contract.

17.3. Where, for the purposes of the Data Protection Legislation, you are Processing Personal Data on behalf of the Customer, you shall comply with your obligations under the Data Protection Legislation and shall, in particular:

- 17.3.1. process the Personal Data only in accordance with the Customer's written instructions (including with respect to transfers of Personal Data to a Third Country or to an International Organisation);
- 17.3.2. implement appropriate technical and organisational measures in accordance with the Data Protection Legislation to ensure a level of security appropriate to the risks that are presented by such Processing, in particular, from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of Processing and the likelihood and severity of risk in relation to the rights and freedoms of the Data Subjects;
- 17.3.3. ensure that any employees or other persons authorised to Process the Personal Data are subject to appropriate obligations of confidentiality;
- 17.3.4. on request by the Customer and taking into account the nature of the Processing and the information available to you, assist the Customer in ensuring compliance with its obligations under GDPR Articles 32 to 36 in respect of the Personal Data;
- 17.3.5. not transfer the Personal Data to a Third Country or to an International Organisation without the prior written consent of the Customer;
- 17.3.6. not engage any third party to carry out your Processing obligations under this Contract without obtaining the prior written consent of the Customer and, where such consent is given, procuring by way of a written contract that such third party will, at all times during the engagement, be subject to data processing obligations equivalent to those set out in these data protection clauses;
- 17.3.7. notify the Customer, as soon as reasonably practicable, about any request or complaint received from a Data Subject (without responding to that request, unless authorised to do so by the Customer) and assist the Customer by technical and organisational measures, insofar as possible, for the fulfilment of the Customer's obligations in respect of such requests and complaints;
- 17.3.8. notify the Customer without undue delay on becoming aware of a Personal Data breach;
- 17.3.9. on request by the Customer, make available all information necessary to demonstrate your compliance with these data protection clauses and on reasonable advance notice in writing otherwise permit, and contribute to, audits carried out by the Customer (or its authorised representative) with respect to the Personal Data; and
- 17.3.10. on termination or expiry of this Contract, destroy, delete or return (as the Customer directs) all Personal Data and delete all existing copies of such data unless required by law to keep or store such Personal Data.

17.4. The Customer acknowledges that clause 17.2.1 above shall not apply to the extent that you are required by law to Process the Personal Data other than in accordance with the Customer's instructions and you acknowledge that, in such a case, you must promptly inform

the Customer of the relevant legal requirement prior to Processing (unless the law prohibits the provision of such information on important grounds of public interest).

17.5. You warrant that in carrying out your obligations under this Contract you will not breach the Data Protection Legislation or do or omit to do anything that might cause the Customer to be in breach of the Data Protection Legislation.

17.6. The Customer may, at any time on not less than 30 days' notice, revise these data protection clauses by replacing them with any controller to processor standard clauses adopted in accordance with GDPR Article 28.

## 18. Dispute Resolution

18.1. The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each party.

18.2. If the dispute cannot be resolved by the parties within one calendar month of being escalated as referred to in clause 18.1, the dispute may by agreement between the parties be referred to a neutral adviser or mediator ("**Mediator**") chosen by agreement between the parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the parties in any further proceedings.

18.3. If the parties fail to appoint a Mediator within one month or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either party may exercise any remedy it has under applicable law.

## 19. General

19.1. Each of the parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Contract.

19.2. A person who is not a party to the Contract shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the parties.

19.3. The Contract cannot be varied except in writing signed by a duly authorised representative of both the parties.

19.4. The Contract contains the whole agreement between the parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The parties confirm that they have not entered into the Contract on the basis of any representation that is not expressly incorporated into the Contract. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.

19.5. Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Contract shall be valid only if it is communicated to the other party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Contract.

19.6. The Contract shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in the Contract. Neither party shall have, nor represent that it has, any authority to make any commitments on the other party's behalf.

19.7. Except as otherwise expressly provided by the Contract, all remedies available to either party for breach of the Contract (whether under the Contract, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

19.8. If any provision of the Contract is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Contract and rendered ineffective as far as possible without modifying the remaining provisions of the Contract, and shall not in any way affect any other circumstances of or the validity or enforcement of the Contract.

## 20. Notices

20.1. Any notice to be given under the Contract shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 20.3, e-mail to the address of the relevant party set out in the Order, or such other address as that party may from time to time notify to the other party in accordance with this clause:

20.2. Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.

20.3. Notices under clauses 14 and 15 may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 20.1.

## 21. Governing law and jurisdiction

21.1. 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 the law of England.

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

**Signed for and on behalf of the Supplier:**

Legal Entity Name:	
Legal Entity Address:	
Name of Person Signing (Print):	
Position:	
Signature:	
Date:	