

United Utilities Water Limited (“Company”) Standard Terms and Conditions

1 Definitions and Interpretation

1.1 In these Conditions:

Affiliate means in respect of either party, a company which is a Subsidiary or which is a Holding Company of that party, or a Subsidiary of such Holding Company, in each case for the time being

Applicable Laws means, for the time being, any binding Court order, judgment or decree, and any law, statute, regulation, bylaw, ordinance, subordinate legislation, industry licence, code, policy, guidance, standard or accreditation terms enforceable by law which is in force and/or which is stipulated by any relevant regulatory authority (including any licences granted under the Water Act 1989 and/or the Water Industry Act 1991)

Business Day means any day other than a Saturday, Sunday or a public or bank holiday in England

Change means any change to the Services, the Specification, the Deliverables, the Completion Date and/or any other matter in relation to these Conditions

CIS means the Construction Industry Scheme under the Finance Act 2004

Commencement Date means the commencement date of the Contract being the date of the Purchase Order or such other date as may be confirmed in writing by the Company

Company Background Material means Material other than Company New Material, Supplier New Material or Supplier Background Material, provided by, for or on behalf of any UU Group Member to the Supplier in connection with the performance or receipt of the Services (whether or not it is incorporated in New Material)

Company Material means the Company Background Material and the Company New Material

Company New Material means any Material, other than Supplier New Material, which is generated, created or discovered by, for or on behalf of any UU Group Member in connection with and/or in the course of the performance of the Company's obligations hereunder or the receipt of the Services, including any modifications to Company Background Material

Completion Date means, subject to clause 7.2, the date or dates on or by which provision of the Services (or any part of them) is required to be completed as specified in the Purchase Order or as otherwise confirmed by the Company in writing

Conditions means the terms and conditions set out in this document

Confidential Information means all documents, databases, diagrams, calculations, data, processes, business methodologies, contracts (including these Conditions), financial information, plans, ideas, strategies, projections, products, designs and other information whether in physical form, electronic form or otherwise, whether expressed to be confidential or not, and in whatever media or format provided or orally disclosed by either Party (the **Disclosing Party**) to the other Party (the **Receiving Party**) in the course of, or in connection with the performance of each Party's obligations under these Conditions and information obtained by the Receiving Party from the Disclosing Party as a result of being present at any premises of the Disclosing Party (whether by observing any plant or equipment or otherwise)

Construction Act means the Housing Grants, Construction and Regeneration Act 1996

Contract means the contract between the Company and the Supplier which consists of the Purchase Order and these Conditions

Contract Price means the price for the Services stated in the Purchase Order and calculated in accordance with its provisions

Controller, Processor, Personal Data, Personal Data Breach and **Data Subject** have the meanings given under the UK GDPR

Data Protection Laws means all applicable laws that relate to data protection, privacy, the use of information relating to individuals, and/or the information rights of individuals including, without limitation, the Data Protection Act 1998, the Data Protection Act 2018, the Privacy and Electronic Communication (EC Directive) Regulations 2003, the UK GDPR, and all and any regulations made under those acts or regulations, all applicable formal or informal guidance, rules, requirements, directions, recommendations, codes of practice, policies, measures or publications of the Information Commissioner's Office, other relevant regulator, and/or relevant industry body, in each case in any relevant jurisdiction(s) from time to time and the equivalent in any other relevant jurisdictions all as amended or replaced from time to time

Deliverable means any item to be prepared, written, created or otherwise delivered by the Supplier in the course of (or in contemplation of) performing the Services, including any items identified as such in the Purchase Order or as otherwise confirmed in writing by the Company

Domestic Law means the law of the United Kingdom or a part of the United Kingdom

Event of Insolvency means if the Supplier is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), or becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), ceases or threatens to cease to carry on its business or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction

Force Majeure means any cause preventing either Party from performing any or all of its obligations under these Conditions which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the Party so prevented (but for the avoidance of doubt excluding strikes, lockouts or other industrial disputes which have their origin within the personnel of the Party so prevented or default of suppliers or sub-contractors or breakdown of vehicles)

Good Industry Practice means all relevant practices and professional standards which would be expected of a leading expert service provider performing services substantially similar to the Services to customers of the same nature and size of the Company

Holding Company shall have the meaning given in section 1159 of the Companies Act 2006 and shall include parent undertakings as defined in section 1162 of the Companies Act 2006 (each section as being in force at the date of this Contract)

Intellectual Property Rights and **IPR** means patents (including rights in, and/or to, inventions), trade marks, service marks, rights in goodwill, design rights and registered designs, rights in and/or to internet domain names and website addresses, copyright (including future copyright), database rights, rights in and to confidential information (including know how and trade secrets) and all other intellectual property rights (including any applications and any rights capable of registration) of any nature subsisting worldwide at any time

Losses means all losses, claims, proceedings, demands, actions, liabilities (including provision for contingent liabilities), compensation, fines, charges, damages, costs and expenses including legal fees on a solicitor/client basis and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties (in each case whether internal or external costs)

Material means any inventions, discoveries, documents, information, items, data, designs, prototypes, drawings, formulations, know-how or other material (in whatever form) including

software, firmware, computer programs, documented methodologies, processes and procedures (including without limitation any Records)

New Material means the Company New Material and the Supplier New Material

Operational Change means any change to the method of delivery of the Services, the technical infrastructure used to support and/or provide the Services, and/or the procedures and/or processes used in providing the Services, in each case impacting on (or is likely to impact on) the Company, any Service Recipients and/or the performance of the Services (or any part thereof)

Party and **Parties** means a party to, or the parties to, the Contract

Project Manager means the person nominated by the Company under clause 3.6 to act as the Company's representative for the purpose of the Contract

Processing has the meaning given under the UK GDPR (and **Process, Processed and Processes** shall be construed accordingly)

Purchase Order means an order for the Services issued by the Company's Commercial Department to the Supplier, in either printed or electronic format, and including any variation to the same made in accordance with these Conditions

Records means all books, documents, manuals, reports and other records, in each case in physical or electronic form, created, modified, maintained and/or held by the Supplier in connection with these Conditions

Replacement Services means services equivalent or similar in nature to the Services, whether in whole or in part

Safe Systems of Work means the suite of Company documents which provides operational safety guidelines for the carrying out of work

Service Recipients means the Company and each UU Group Member and/or any of their sub-contractors, in each case for the time being

Services means the services to be provided by the Supplier to the Company under and in accordance with these Conditions as further defined in the Specification, including any variations to such Services made pursuant to clause 21.9

Site means the place or places at which the Company requires the Services to be provided as detailed in the Purchase Order as being the "Delivery Point" or such other place or places as may otherwise be confirmed in writing by the Company

Site Regulations means the rules, regulations, requirements and conditions in relation to the Site notified from time to time to the Supplier by the Company, including those notified under clause 9.1(b) and those (if any) that are set out in the Specification

Specification means the specification of the Services as set out in the Purchase Order or as otherwise confirmed in writing by the Company

Subsidiary has the meaning given in section 1159 of the Companies Act 2006 and shall include subsidiary undertakings as defined in section 1162 of the Companies Act 2006 (each section as being in force at the date of this Contract)

Successor Supplier means any supplier (or proposed supplier) from time to time of any Replacement Services to the Company and the Service Recipients,

Supplier Background Material means Material (including Material owned by or licensed from a third party), other than Company Material or Supplier New Material, provided by, for or on behalf of the Supplier and/or used in connection with the performance and/or receipt of the Services

Supplier's Equipment means all equipment, vehicles, temporary buildings, tools, stores and other articles of any kind brought onto the Site by or on behalf of the Supplier for use by the Supplier in providing the Services but not themselves forming part of either the Services or the Deliverables

Supplier New Material means any Material which is generated, created or discovered by for or on behalf of the Supplier during the Term (and, where relevant, in advance of the Term, to the extent created in contemplation of these Conditions) in connection with or in the course of the performance of its obligations hereunder

Supplier Personnel means any employees, staff, officers, contractors, sub-contractors, sub-processors, agents and individuals contracted to the Supplier and involved to any extent in the performance of the Services and/or these Conditions

Term means the period during which the Contract is in full force and effect

TUPE means the Transfer of Undertakings (Protection of Employment) Regulations 2006

UK GDPR means the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (as amended under Domestic Law from time to time)

United Utilities Group means United Utilities Water Limited (Company Number 2366678) and each of its Affiliates for the time being, and **UU Group Member** means any one of such companies

VAT means Value Added Tax as defined under the Value Added Tax Act 1994.

1.2 In these Conditions unless the context otherwise requires:

(a) references to gender shall include all other genders, the singular shall include the plural (and vice versa), the words "other", "includes", "including" "for example" and "in particular" do not limit the generality of any preceding words, and the expression "person" shall mean any individual, company, incorporated association, partnership, government, State, agency of State or joint venture;

(b) any reference to a statute or a statutory provision (including any enactment, order, regulation or instrument) shall be construed as a reference to the same from time to time as amended, consolidated, modified, extended, re-enacted or replaced, any reference to a statute or statutory provision shall include a reference to any repealed statute or statutory provision or subordinate legislation which it re-enacts (with all applicable modification) and any subordinate legislation, including any regulation, rule or by-law made under that statute or statutory provision;

(c) references to clauses are references to clauses of these Conditions references in these Conditions to a "party" or "Party" shall include its successors in title and permitted assigns; and

(d) headings and indexes are for reference purposes only and shall not be used to construe or interpret the meaning of these Conditions.

1.3 The following provisions shall apply with respect to the receipt by the Service Recipients of certain of the benefits of these Conditions:

(a) all references to "the Company" shall, to the extent only that they relate to the provision to or receipt by the Company of the benefit (but not the burden) of these Conditions (and unless the context otherwise requires), be deemed to be references to both the Company and the Service Recipients and, for the avoidance of doubt, the parties intend that the Service Recipients shall (unless the context otherwise requires) also receive the benefit of all of the Services expressed to be provided by the Supplier to the Company in accordance with these Conditions as if such references refer to both the Company and the Service Recipients; and

(b) where the approval, consent or agreement of the Company is required, such approval, consent or agreement of the Service Recipient shall also be required to the extent relating to the provision of such Services to that Service Recipient, and provided always that the Company shall be entitled to give such approval, consent or agreement on behalf of the relevant Service Recipient.

1.4 For the purposes of these Conditions, any Services provided to the Company or any Service Recipient shall also, if required by the Company or such Service Recipient, be provided to any nominated sub-contractor of the Company or such Service Recipient.

1.5 The Supplier shall immediately notify the Company of any conflicts, discrepancies, errors or omissions within this Contract. As soon as reasonably practicable following receipt of such notice the Company will resolve such matter (at its absolute discretion) and such resolution shall not entitle the Supplier to the payment of any additional sums.

2 Commencement and Duration

The Contract shall commence on the Commencement Date and shall, unless and until terminated in accordance with the provisions of these Conditions, continue for the Term.

3 The Supplier's Obligations

3.1 The Supplier shall diligently provide the Services and deliver any Deliverables to the Company and the Service Recipients strictly in accordance with these Conditions so as to meet the standards and quality specified by these Conditions, or if not specified, so as to reasonably satisfy the Company.

3.2 The Supplier shall:

(a) provide the Services and the Deliverables in accordance with the Specification and all Applicable Laws and shall do all things necessary to provide the Services, including the provision of the Supplier's Equipment;

(b) provide the Services and the Deliverables in accordance with, and time is of the essence with respect to any Completion Dates or other performance dates set out in the Purchase Order or otherwise confirmed in writing by the Company; and

(c) devote such of the Supplier Personnel as may be necessary for the proper performance of its obligations under these Conditions.

3.3 The Supplier shall:

(a) comply with the reasonable directions of the Company and the Service Recipients;

(b) act diligently and in good faith in all its dealings with the Company and the Service Recipients and use its best endeavours to promote the interests and maintain the goodwill of the Company and the Service Recipients;

(c) obtain and maintain at its own expense all licences, permissions, permits, powers and consents (other than those specified in these Conditions to be the responsibility of the Company) necessary to perform its obligations under these Conditions;

(d) maintain and make available for inspection by the Company at the Supplier's sole expense such records, including daily time sheets, as the Company may reasonably require to substantiate any sums claimed under the Contract and/or the performance of the Supplier's obligations under the Contract and shall grant the Company (including their employees, agents and sub-contractors) such access to the Supplier's premises as the Company may reasonably require for the purposes of inspection of such records. The Supplier shall keep all such records for a period of not less than six (6) years following the performance of all of the obligations of each Party owed to the other under the Contract;

(e) subject to compliance with the Data Protection Laws, when requested by the Company, provide to the Company at any time the names of each employee of the Supplier engaged in providing the Services, their respective job titles, job descriptions, age, duration and terms and conditions of employment; and

(f) be deemed to have satisfied itself as to its liability (if any) which may accrue under TUPE, by reason of the award of the Contract and to have included within the Contract Price the cost of such liability (if any).

3.4 The Supplier warrants, represents and undertakes to the Company and the Service Recipients that:

(a) it shall provide the Services and the Deliverables:

(i) in accordance with the terms of these Conditions and (to the extent not in conflict with this requirement) Good Industry Practice;

(ii) in accordance with (and shall ensure that its employees and agents comply in all respects with) all Applicable Laws and all relevant aspects of the Safe Systems of Work;

(iii) in accordance with the scope of Services and Specification as set out in the Purchase Order or as otherwise confirmed in writing by the Company; and

(iv) in such a manner as will be suitable for the purpose indicated by or to be reasonably inferred from the Specification, and so as to guarantee that the Supplier's provision of the Services and performance of its obligations shall not result in a breach or violate any contract, undertaking or commitment where the Supplier is a party; and

(b) the Supplier has the full right, capacity, authority and power to enter into the Contract and perform the Services in accordance with these Conditions and these Conditions constitute obligations binding on the Supplier in accordance with its terms. The Supplier is not aware of any matter, fact or circumstance which will or may prevent the Supplier performing the Services and its obligations under these Conditions in accordance with its terms.

3.5 The Company does not give any warranty or undertaking or make any representation (either express or implied) as to the completeness or accuracy of any of the information provided to the Supplier prior to the Commencement Date which relates to or is provided in respect of the Contract by or on behalf of the Company and/or any Service Recipients.

3.6 The Company shall nominate the Project Manager (whose identity shall be notified to the Supplier from time to time) and may at its sole discretion change any nomination from time to time by notifying the Supplier. The Project Manager may nominate one or more representatives to assist him and may, at his sole discretion, change the nomination from time to time by notifying the Supplier.

3.7 The Project Manager shall have the authority to authorise Operational Changes to the Services under clause 21.9, but otherwise shall have no authority to amend these Conditions or to relieve the Supplier of any of its obligations under these Conditions or to increase the Company's obligations or waive any of the Company's rights under these Conditions.

4 Payment

4.1 Subject to the satisfactory provision of the Services by the Supplier in accordance with the provisions of these Conditions, the Company shall pay the Supplier the Contract Price in accordance with the provisions of this clause 4 (Payment).

4.2 The Contract Price shall be fixed and may only be varied by agreement in writing between the Company and the Supplier in accordance with clause 21.9 (Variation).

4.3 Any payment due from the Company to the Supplier under these Conditions are subject to the provisions of the CIS, to the extent that they are applicable.

4.4 The Company may:

(a) withhold payment of sums due to the Supplier or set-off sums due from the Supplier to the Company against sums due to the Supplier at no additional cost to itself where it has reasonable grounds for so doing; and/or

(b) withhold payment of all or any part of any invoice from the Supplier where it has reasonable grounds to dispute such amounts, and, for the avoidance of doubt, any non-payment arising from any such withholding or set-off shall not be regarded as a breach by the Company of these Conditions. However, unless otherwise agreed in writing by the Company, the Supplier shall not be entitled to make any

withholding or set-off against the Company unless the Supplier is required by law to make such withholding or set-off or such withholding or set-off is admitted or agreed in writing by the Company or awarded by any court or in any arbitration or adjudication. If the Construction Act applies to the Contract, the Company shall give written notice to the Supplier, at least two (2) Business Days before the final date for payment, of the amount or amounts to be withheld or set-off and the ground(s) therefore (and, if more than one ground, the amount attributable to each ground).

4.5 Without affecting any other rights and remedies of the Supplier, if the Company, subject to any notice issued pursuant to clause 4.6, fails to pay the Supplier in full (including any VAT properly chargeable in respect of such payment) by the final date for payment and such failure continues for 5 (five) Business Days after the Supplier has given to the Company written notice of his intention to suspend the performance of his obligations as a result and its reasons for so doing, then the Supplier may suspend such performance until payment in full occurs.

4.6 The Company will make all payments to the Supplier by BACS to the bank account nominated by the Supplier for such purpose from time to time, or by such other payment method as the Company may from time to time (acting reasonably) notify to the Supplier (including by cheque where it is unable to make the payment by BACS). The Supplier shall provide the details of the nominated bank account to the Company within 10 days of the date on which this Contract is entered into and in the event that the Supplier wishes to change such details at any time, it shall notify the Company in writing, marking such notice to the attention of the Company's purchasing team (at the email address provided from time to time by the Company for that purpose) at least 60 Business Days (unless otherwise agreed by the Company) in advance of submitting any invoice to which such amended payment details shall apply. For the avoidance of doubt, the Supplier shall not call at the Company's premises to collect any payment and the Company shall not be obliged to make payment by any method other than in accordance with this clause.

4.7 No claim by the Supplier for additional payment will be allowed on the grounds of any misunderstanding or misinterpretation made by it in respect of any matter which is the subject of a warranty, representation or undertaking of the Supplier under clause 3.4 or on the grounds of any allegation that incorrect information was given to it by any person whether in the employment of the Company or any Service Recipient or not, nor on the grounds of failure on the Supplier's part to obtain correct information or to foresee any matter which might affect or have reasonably affected the provision of the Services. The Supplier will not be relieved from any risks or obligations imposed on or undertaken by it under these Conditions on any such grounds.

4.8 Subject always to the Company's rights under clause 4.4, each party shall be entitled to receive interest on any payment not paid when properly due pursuant to the terms of these Conditions, calculated from day to day at a rate per annum equal to 2% above the base rate of NatWest Bank plc and payable from the day after the date on which payment was due up to and including the date of payment (whether before or after judgment).

4.8 The Supplier shall bear its own expenses including those of its Supplier Personnel.

4.9 All sums payable under these Conditions are, unless otherwise stated, exclusive of VAT. Any VAT payable in respect of such sums shall be payable in addition to such sums, at the rate from time to time prescribed by law, on delivery of a valid VAT invoice.

5 Intellectual Property

5.1 These Conditions shall not operate to assign any right, title, interest or Intellectual Property Rights in any of the Company Background Material or the Supplier Background Material.

5.2 All right, title and interest and Intellectual Property Rights in and to any New Material shall belong to and vest in the Company and the Supplier shall disclose all New Material to the Company promptly upon the same coming into existence. The New Material shall be deemed to be the Confidential Information of the Company rather than the Supplier and clause 6.5 shall not apply to such Confidential Information so as to excuse the Supplier from its obligations under clause 6. The Company shall be free to disclose and use (and authorise others to disclose and use) such Confidential Information as it thinks fit.

5.3 The Supplier hereby assigns with full title guarantee and free from all liens, charges, encumbrances and other rights of whatever nature exercisable by any third party absolutely (and shall procure that all Supplier Personnel assign absolutely) to the Company (or, at the Company's option, any UU Group Member), by way of present assignment of existing and all future rights, all property, rights, title and interest in and to the New Material and all Intellectual Property Rights in the New Material (together with all rights to take action for any past, present and future damages and other remedies in respect of any infringement or alleged infringement of such Intellectual Property Rights) (the **Assigned Rights**), with the intent that the same shall vest in the Company immediately upon creation of the same.

5.4 The Supplier shall (and shall procure that the Supplier Personnel shall) do all things and execute all documents as the Company may require in order to perfect, formalise or achieve the vesting of the Assigned Rights as provided for in clause 5.3, and to enable the Company to take the full benefit of such Assigned Rights. The Supplier shall also provide the Company with all assistance requested by the Company for the purposes of applying for and/or registering any Assigned Rights and/or with respect to any infringement action or any actions in respect of misuse or ownership of the Assigned Rights and/or the validity of the Assigned Rights that the Company may bring or which is brought against it.

5.5 Subject to the Supplier having complied with its obligations under clause 5.4, the Company hereby grants to the Supplier (to the extent that it is lawfully entitled to do so) a non-exclusive, non-transferable, royalty-free, worldwide, personal licence during the Term to use the New Material and the Company Background Material (and any Intellectual Property Rights of the Company subsisting in the same) to the extent necessary and for the sole purpose of the proper performance of the Services and its other obligations under these Conditions.

5.6 The Supplier hereby grants (and shall procure that the Supplier Personnel shall grant) to the Company and the Service Recipients a non-exclusive, perpetual, worldwide, irrevocable, royalty-free licence (with the right to grant sub-licences):

(a) to use, and to authorise any Successor Supplier to use, both during and after the Term, such of the Supplier Background Material as is necessary for the provision and receipt of the Services and/or any Replacement Services; and

(b) to use and exploit commercially the Supplier Background Material, both during and after the Term, in connection with the utilisation of the New Material in the operation and conduct of the Company's business in its ordinary course.

5.7 In providing the Services in accordance with these Conditions, the Supplier shall not without the Company's prior written consent, use any third party's Intellectual Property Rights and, where any third party Intellectual Property Rights are used, the Supplier shall ensure that it has obtained all necessary third party consents, licences or assignments to enable the Supplier to provide the Services and/or perform all of their other obligations under these Conditions and to enable the Company and the Service Recipients to freely use and benefit from the same to the extent equivalent to the scope of the licence granted by clause 5.6 above.

6 Confidentiality

6.1 Subject to clause 6.3 and clause 6.5, each Party shall, and shall procure that its officers, employees, agents and sub-contractors shall, keep confidential all Confidential Information relating to the other Party that it obtains from the other party in connection with the Contract or the negotiations leading up to it. Each Party shall only use such information in the proper performance of its obligations and the exercise of its rights under these Conditions and shall not divulge any such information to any other person without the prior written consent of the other, unless permitted to do so by clause 6.3.

6.2 The Supplier shall ensure that the standard of care it employs in protecting the Confidential Information of the Company from disclosure shall be no less than the standard which the Supplier employs in the protection of its own Confidential Information.

6.3 A Receiving Party may disclose the Confidential Information of the Disclosing Party if and to the extent that:

(a) the Receiving Party can show that the information was already, or has subsequently become, published or publicly available for use other than through a breach of these Conditions or of any confidentiality obligation owed by that Party; and/or

(b) the Receiving Party is required to disclose the information by law or any competent regulatory body or recognised investment exchange.

6.4 The Company may disclose the Confidential Information of the Supplier on a confidential basis to a bona fide prospective assignee to the extent necessary for the purpose of the proposed assignment.

6.5 Clause 6.1 shall not apply to a Party in relation to information to the extent that the Receiving Party can show:

(a) that the information was already lawfully in its possession (without restriction on disclosure or use) before it obtained the information in connection with the Contract or the negotiations leading up to it;

(b) that the information has subsequently lawfully been disclosed to it (without restriction on disclosure or use) by a person who is not a party to the Contract and who itself lawfully obtained the information and is not under any obligation restricting its disclosure or use; or

(c) from its records that it has derived the same information independently of that obtained by it in connection with the Contract or the negotiations leading up to it.

6.6 Confidential Information that is New Material and/or relating to or developed for the Company, that is originated by the Supplier and/or any sub-contractor shall be deemed to be the Confidential Information of the Company rather than the Supplier and to have been disclosed by or obtained from the Company and the Supplier shall keep this Confidential Information confidential. Clause 6.5 shall not apply to such Confidential Information so as to excuse the Supplier from its obligations under clause 6. The Company shall be free to disclose and use (and authorise others to disclose and use) such Confidential Information as it thinks fit.

6.7 The obligations in this clause 6 shall survive the expiry or termination of this Contract.

6.8 On the termination or expiry of this Contract, each party shall, on request, promptly return to the Disclosing Party all records and documents containing that Party's Confidential Information (including copies) or if requested by the Disclosing Party destroy the Confidential Information (including copies) in the manner specified by the Disclosing Party and promptly certify to the Disclosing Party in writing that it has done so provided always that the Company shall have no obligation to return or destroy any Confidential Information which is contained within any Deliverables or other Material provided by the Supplier to the Company in accordance with these Conditions. For the avoidance of doubt, where the Disclosing Party is

the Company, references in this clause to Disclosing Party shall include each UU Group Member and in each case their customers, sub-contractors and employees.

7 Progress and Completion

7.1 If it becomes apparent that the Services (or any part of them) will not be completed by any relevant Completion Date then the Supplier shall promptly notify the Project Manager of full particulars of the circumstances, such particulars to include a detailed description of the reason for, and likely anticipated effect of, the delay.

7.2 Where the Supplier is able to demonstrate that any such delay detailed in clause 7.1 above has been directly caused by any Change agreed pursuant to clause 21.9 or any breach of these Conditions by the Company (either of which being referred to as a **Company Delaying Event**) then, to the extent that the Supplier has notified the Project Manager in writing within 20 (twenty) Business Days of becoming aware of the likely delay, detailing the particulars required by clause 7.1 above, then the provisions relating to extension of time (if any) for completion of the Services (or any part thereof) detailed in clause 7.6 below shall apply.

7.3 When the Supplier considers that the whole of the Services (or any part of them which has its own Completion Date), has been completed it shall give notice to that effect to the Project Manager. The Project Manager shall, within ten (10) Business Days of receiving such a notice under this clause 7.3, either:

(a) issue to the Supplier an Acceptance Certificate stating the date on which, in the Project Manager's opinion, the Services or the relevant part of them (as the case may be) were satisfactorily completed in accordance with these Conditions (an **Acceptance Certificate**); or

(b) give notice to the Supplier specifying all the actions which, in the Project Manager's opinion, are required to be taken by the Supplier to satisfactorily complete the Services in accordance with these Conditions before the issue of an Acceptance Certificate.

7.4 If the Project Manager gives the Supplier notice under clause 7.3(b), the provisions of clause 7.3 shall apply to any action taken by the Supplier pursuant to such notice.

7.5 If the Supplier fails to achieve any Completion Date the Supplier shall take all additional steps as may be necessary to achieve such Completion Date as early as practicable thereafter, and (save where the failure to achieve the Completion Date is as a direct result of a breach of these Conditions by the Company) at no extra cost to the Company.

7.6 Where the Supplier is able to demonstrate that a Company Delaying Event has arisen, or is reasonably anticipated to arise, then the following provisions shall apply:

(a) the Company shall consider the duration and effect of the delay caused as a direct result of the Company Delaying Event, and, if the Company in its absolute discretion considers it appropriate, may revise the relevant Completion Date (and any subsequent Completion Dates) impacted as a direct result of the Company Delaying Event in accordance with clause 21.9;

(b) the Supplier shall take and continue to take all reasonable steps to eliminate or mitigate any losses and/or expenses that it incurs as a result of a Company Delaying Event and the rights and remedies set out in this clause 7.6 shall be the exclusive rights and remedies of the Supplier in the event that the Supplier fails to achieve a Completion Date as a result of a Company Delaying Event.

8 Inspection and Testing

8.1 The Company shall have the right to inspect and perform on the Services (or any part of them including work-in-progress) the specific tests (if any) set out in the Specification and such other tests as it considers reasonable to ascertain the conformance of the Services with these Conditions. Such inspection and/or testing may take place at all reasonable times at the Site and/or at the Supplier's premises (as the case may be) and the Supplier shall procure that access is given to the Company to all such premises for that purpose and that all reasonable

assistance is given to the Company. The Company may at any time at the point of inspection and/or testing reject the Services which, in the reasonable opinion of the Company, are not in conformance with these Conditions.

8.2 Any inspection, testing, checking, rejection or approval made, carried out or given by or on behalf of the Company shall not relieve the Supplier from any obligation under these Conditions or prejudice any of the rights, powers or remedies of the Company or any Service Recipients.

8.3 If, as a result of such inspection and/or testing under clause 8.1, the Company is not satisfied that the Services will conform in all respects with these Conditions and the Company so informs the Supplier within ten (10) Business Days of the date of inspection or, if testing is performed, of the date on which the Company receives all of the results of such testing, the Supplier will take all steps necessary to ensure prompt conformance. Without prejudice to any of the other rights, powers or remedies of the Company and the Service Recipients, any failure of this obligation by the Supplier will be deemed a material breach which is not capable of remedy entitling the Company to terminate these Conditions under clause 16.3.

9 Access to the Site and Regulations

9.1 The Company shall:

(a) grant or procure to be granted to the Supplier (including its employees and agents all such rights (if any) in relation to the Site (or any part of it) which the Company determines are reasonably necessary for the purposes of providing the Services including access for providing the Services and for bringing on to, removing from and using on the Site any Supplier's Equipment. For the avoidance of doubt, unless otherwise agreed in writing by the Company, nothing shall require the Company to grant or to procure to be granted any right which is exclusive to the Supplier or which restricts or may restrict the rights of the Company, any Service Recipient or any third party; and

(b) notify the Supplier, before the commencement of the provision of the Services, of all of the rights granted under clause 9.1(a) and the terms and conditions upon which such rights have been granted.

9.2 The Supplier shall:

(a) with respect to the Site, at its own expense comply with and procure that its employees and agents comply with all Applicable Laws and all of the Site Regulations (if any) particularly (but without limitation) those relating to health and safety; and

(b) not exercise or purport to exercise any rights in respect of the Site (or any part of it) in excess of those which have been granted under clause 9.1.

9.3 For the avoidance of doubt, nothing in these clauses shall relieve the Supplier of its contractual, statutory or common law responsibilities or obligations in relation to the Site (or any part of it).

9.4 The parties agree that the rights granted under this clause 9 to the Supplier (including its employees and agents) and/or the provision of any office space shall take effect as a licence only and does not grant the Supplier exclusive possession nor create a tenancy. Where office space is provided the Company may in its absolute discretion notify the Supplier that the office space is at a different location or move the Supplier at any time to another location.

10 Equipment

10.1 The Supplier shall not use or permit to be used any equipment or materials of the Company and/or the Service Recipients in the performance of the Services or otherwise without the prior written consent of the Company and on such terms as the Company may in its sole discretion determine.

10.2 Where the Company issues materials to the Supplier they shall always remain the property of the Company unless paid for by or charged to the Supplier. The Supplier shall maintain all

such materials in good order and condition subject to reasonable wear and tear in the circumstances. The Supplier shall use such materials solely in connection with the Services. The Company shall require the Supplier to account to it for the value of all materials wasted by it either through its negligence, bad workmanship or otherwise in the course of providing the Services. Any surplus materials shall be disposed of or returned to the Company at the direction of the Company and at the sole discretion of the Company.

10.3 Any equipment, vehicles, tools and other articles of any kind of a moveable nature of the Company and/or the Service Recipients that are provided by the Company and/or the Service Recipients to the Supplier in connection with the provision of the Services shall be at the Supplier's risk from the time of receipt by the Supplier until their redelivery to the Project Manager. The Supplier shall effect and maintain, for the period during which such items are at the Supplier's risk, appropriate all risks insurance cover with respect to such items for their full replacement value. The Supplier shall ensure that, at all times, such insurance contains a 'primary insurance' endorsement and, for the avoidance of doubt, the provisions of clauses 14.2 and 14.3 (Insurance) shall apply in relation to such insurance.

10.4 The Supplier shall:

(a) be responsible for all proper welfare and amenity facilities for its personnel whilst they are on the Site and for observance by the Supplier, its employees and agents of all applicable health and safety precautions necessary for the protection of such persons and others visiting the Site, including any precautions required to be taken pursuant to any Applicable Laws; and

(b) in providing the Services, ensure that there is no avoidable interference at the Site with the operations of the Company or any member of the United Utilities Group or of any other sub-contractors of such parties and the use and enjoyment of any public rights or of any property (whether or not such property is owned by the Company and/or any Service Recipients), and shall use its best endeavours to minimise the nature and duration of any unavoidable interference.

10.5 Except as otherwise agreed in writing by the Company, the Supplier shall, at its own risk and expense provide everything necessary for the provision of the Services including the provision of the Supplier's Equipment, which shall remain the responsibility and at the risk of the Supplier who shall be liable for its delivery, unloading, loading, insurance, maintenance, care, safety, storage and removal. The Supplier shall remove all Supplier's Equipment from the Site at the end of each of its visits and leave the Site in an undamaged, clean, tidy and safe condition.

11 Supplier's Personnel

11.1 The Project Manager may on notice require the Supplier to remove (or cause to be removed) any member of the Supplier Personnel, who, in the reasonable opinion of the Company or the Project Manager persists in any misconduct, is guilty of any gross or wilful misconduct, is incompetent or negligent in the performance of their duties, fails to conform with any material provision of these Conditions or persists in any conduct which is prejudicial to safety, health, or the protection of the environment.

11.2 The Supplier and the Supplier Personnel shall comply with all reasonable directions given by the Company.

11.3 Where relevant, and where appointed as such by the Company in writing (whether in the Specification or otherwise), the Supplier shall undertake the role of Principal Contractor (or Contractor) and/or Principal Designer (or Designer) under (and as defined in) the Construction (Design and Management) Regulations 2015 (**CDM Regulations**, which expression includes any related guidance or requirements issued from time to time by the Health and Safety

Executive or any successor thereto). Where so appointed, the Supplier agrees to undertake such role and discharge all statutory duties associated with such role (and shall comply with all provisions of the CDM Regulations in discharging such duties).

12 Data Protection Compliance

12.1 For the purposes of this clause 12 (Data Protection Compliance) the term **Supplier DP Personnel** shall mean all staff, contractors, employees, agents, subcontractors and sub-processors of the Supplier

12.2 For the purposes of this Contract, the parties acknowledge that the Company shall be Controller and the Supplier shall be Processor to the extent that Personal Data is Processed in connection with this Contract.

12.3 In respect of any Processing of Personal Data that the Supplier undertakes for and on behalf of the Company in accordance with these Conditions, the Supplier shall:

(a) Process such Personal Data only:

(i) in accordance with these Conditions and the express instructions of the Company from time to time and as set out in the Schedule (Data Processing Register) of these Conditions unless the Supplier is required by Domestic Law to otherwise process that Personal Data. Where the Supplier is relying on Domestic Law as the basis for processing Personal Data, the Supplier shall promptly notify the Company of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits the Supplier from so notifying the Company; and

(ii) in accordance with all Data Protection Laws.

(b) taking into account the nature of the Processing, 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 otherwise modify, amend, remove or alter the contents of the Personal Data or disclose or permit the disclosure of any of the Personal Data to any third party without the prior written authorisation of the Company;

(d) maintain up to date records of its Processing activities performed on behalf of the Company, including, but not limited to, information on cross border data transfers and a general description of security measures implemented in respect of Processed personal data;

(e) assist the Company in its compliance with its obligations under Data Protection Laws including, but not limited to, in respect of notifying Personal Data Breaches to the Information Commissioner's Office (**ICO**) and affected Data Subjects;

(f) ensure that only those Supplier DP Personnel who need to have access to the Personal Data are granted access to such Personal Data (and only for the purposes of the performance of this Contract) and that all of the Supplier DP Personnel required to access the Personal Data are reliable and have been informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause 12;

(g) not appoint a sub-processor without the prior written consent of the Company, not to be unreasonably withheld, and ensure an agreement is entered into with the relevant sub-processor which includes provisions no less onerous than those set out in this clause 12 in relation to the Supplier's Processing obligations;

(h) not transfer Personal Data to a country or territory outside the United Kingdom except with the prior written consent of the Company save that Personal Data may be transferred to the European Economic Area or Gibraltar without such consent unless and until the adequacy decision made under the UK GDPR is repealed or revoked in relation to such countries or territories (as applicable);

(i) notify the Company (using the email address specified by the Company for such purpose from time to time) immediately and in any event within 24 hours if it: (i) receives any request from a Data Subject to access that Data Subject's Personal Data; (ii) receives any complaint or request relating to the Data Protection Laws; (iii) receives any correspondence from the ICO; and/or (iv) becomes aware of any Personal Data Breach, breach of Data Protection Laws, or breach of this clause 12 by the Supplier or its sub-processor(s);

(j) unless otherwise required by Data Protection Laws, the Supplier shall return or delete, at the Company's sole discretion, all Personal Data upon the termination of the Processing activities carried out under this Contract, and promptly provide the Company with a confirmation in writing that it has done so; and

(k) permit without charge, on an annual basis, and / or where the Company becomes aware of a data breach or alleged breach of the Data Protection Laws by the Supplier, reasonable access by the Company to all records, files, tapes, computer systems, or any other information howsoever held by the Supplier in respect of the Supplier's activities pursuant to the Contract for the purposes of reviewing compliance with this clause and / or the Data Protection Laws.

12.4 The Supplier shall indemnify, defend and hold harmless the Company and its respective directors, officers, agents, successors and assigns from any and all Losses arising from or in connection with any Personal Data Breach and/or any breach by the Supplier, its sub-processor(s) and/or Supplier DP Personnel of the obligations set out in clause 12 above.

12.5 The provisions of this clause 12 above will survive termination or expiry of this Contract.

13 Liability

13.1 SUBJECT TO CLAUSE 13.5 BELOW, NEITHER THE COMPANY NOR ANY OF THE SERVICE RECIPIENTS SHALL BE LIABLE FOR ANY OF THE FOLLOWING LOSSES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, RESTITUTION, UNDER ANY INDEMNITY OR OTHERWISE:

(a) ANY LOSS OF PROFITS, INTEREST, GOODWILL, BUSINESS OPPORTUNITY, BUSINESS REVENUE OR ANTICIPATED SAVINGS (WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL IN NATURE); OR

(b) ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSSES, WHETHER OF THE SUPPLIER OR ANY THIRD PARTY AND HOWSOEVER ARISING OUT OF OR IN CONNECTION WITH THESE CONDITIONS, EVEN IF SUCH LOSSES WERE FORESEEABLE AND NOTWITHSTANDING THAT IT HAD BEEN ADVISED OF THE POSSIBILITY THAT SUCH LOSSES WERE IN THE CONTEMPLATION OF THE SUPPLIER OR ANY THIRD PARTY.

13.2 THE SUPPLIER SHALL INDEMNIFY AND KEEP INDEMNIFIED, DEFEND AND HOLD HARMLESS THE COMPANY AND EACH SERVICE RECIPIENT AND IN EACH CASE THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL LOSSES INCURRED OR SUFFERED BY ANY OF THEM TO THE EXTENT RESULTING DIRECTLY OR INDIRECTLY FROM, OR CONNECTED IN ANY WAY WITH ANY OF THE MATTERS LISTED BELOW (WHETHER OR NOT SUCH LOSSES WERE FORESEEABLE AT THE DATE OF ENTERING INTO THE CONTRACT):

(a) ALL LOSSES AWARDED AGAINST THE COMPANY OR ANY SERVICE RECIPIENT ARISING OUT OF OR IN RESPECT OF OR CAUSED OR CONTRIBUTED TO BY THE SERVICES, THE DELIVERABLES, THE SUPPLIER'S EQUIPMENT AND/OR THE SUPPLIER'S BREACH OF THESE CONDITIONS;

(b) ANY CLAIM OR ALLEGATION THAT ANY DELIVERABLE, MATERIAL AND/OR INTELLECTUAL PROPERTY RIGHT PROVIDED OR LICENSED BY OR ON BEHALF OF

THE SUPPLIER TO THE COMPANY OR ANY SERVICE RECIPIENT, OR THE USE, REPRODUCTION OR EXPLOITATION OF ANY OF THE SAME BY OR ON BEHALF OF ANY SUCH PARTIES, INFRINGES A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS (SUPPLIER INTELLECTUAL PROPERTY INFRINGEMENT);

(c) ANY ACT OR OMISSION (INCLUDING NEGLIGENCE, WILFUL DEFAULT OR DISHONESTY) OF THE SUPPLIER AND/OR SUPPLIER PERSONNEL;

(d) ANY DEATH OF OR PERSONAL INJURY TO ANY EMPLOYEES, AGENTS, SUB-CONTRACTORS OR OTHER PERSONS OF THE SUPPLIER OR THE COMPANY OR ANY SERVICE RECIPIENT, OR TO ANY THIRD PARTY, TO THE EXTENT CAUSED BY ANY ACT, OMISSION OR DEFAULT OF THE SUPPLIER AND/OR SUPPLIER PERSONNEL;

(e) ALL LOSSES (INCLUDING, WITHOUT LIMITATION, IN RELATION TO ALLEGATIONS OF UNFAIR DISMISSAL, BREACH OF CONTRACT, SEX, RACE, DISABILITY OR AGE DISCRIMINATION, EQUAL PAY, REDUNDANCY PAYMENTS, PROTECTIVE AWARDS, AWARDS PURSUANT TO REGULATIONS 12 AND 15 OF TUPE, ANY OTHER CLAIM UNDER THE EMPLOYMENT RIGHTS ACT 1996 OR THE TRADE UNION AND LABOUR RELATIONS (CONSOLIDATION) ACT 1992 OR THE WORKING TIME REGULATIONS 1998) HOWSOEVER AND WHENEVER ARISING UNDER OR IN CONNECTION WITH TUPE IN RESPECT OF ALL AND ANY EMPLOYEES OF THE SUPPLIER OR ITS SUB-CONTRACTORS OR ANY REPRESENTATIVES OF SUCH EMPLOYEES INCLUDING, IN RESPECT OF THE SUPPLIER'S COMMENCEMENT OF THE SERVICES UNDER THIS CONTRACT AND INCLUDING, FOR THE AVOIDANCE OF DOUBT, ON OR AFTER THE EXPIRY OR TERMINATION OF THIS CONTRACT (WHETHER IN WHOLE OR IN PART). THE SUPPLIER SHALL INDEMNIFY AND KEEP INDEMNIFIED AND HOLD HARMLESS THE COMPANY AND ANY THIRD PARTY PROVIDING REPLACEMENT SERVICES AGAINST SUCH LOSSES AFTER THE TERMINATION (WHETHER IN WHOLE OR IN PART) OF THIS CONTRACT;

(f) ANY BREACH BY THE SUPPLIER OF ITS OBLIGATIONS UNDER THE FOLLOWING CLAUSES OF THESE CONDITIONS: (i) CLAUSE 6 (CONFIDENTIALITY); AND/OR (ii) CLAUSE 14 (INSURANCE); AND/OR CLAUSE 20 (BRIBERY, CORRUPTION, MODERN SLAVERY AND TAX).

13.3 IN THE EVENT OF ANY SUPPLIER INTELLECTUAL PROPERTY INFRINGEMENT, OR WHERE THE SUPPLIER REASONABLY BELIEVES ONE IS LIKELY TO OCCUR, THE SUPPLIER SHALL, IN ADDITION TO ITS OBLIGATION TO INDEMNIFY AND TO THE OTHER RIGHTS THE COMPANY AND/OR THE SERVICE RECIPIENTS MAY HAVE UNDER THESE CONDITIONS, AT THE SUPPLIER'S EXPENSE PROMPTLY SECURE THE RIGHT TO CONTINUE USING THE RELEVANT DELIVERABLE, MATERIAL AND/OR INTELLECTUAL PROPERTY RIGHT FREE OF CHARGE AND ON THE TERMS OF THESE CONDITIONS OR, WHERE THE SUPPLIER IS UNABLE TO PROCURE SUCH RIGHTS, MAKE SUCH ALTERATION, MODIFICATION OR ADJUSTMENTS TO OR REPLACE THE ITEM IN QUESTION FREE OF CHARGE WITHIN TWENTY (20) BUSINESS DAYS (OR SUCH OTHER PERIOD AGREED IN WRITING WITH THE COMPANY) AS IS NECESSARY AND ACCEPTABLE TO THE COMPANY IN ORDER TO MAKE THE MATERIALS NON-INFRINGING (WITHOUT REDUCING OR ADVERSELY AFFECTING THE FUNCTIONALITY OR PERFORMANCE THEREOF).

13.4 THE SUPPLIER SHALL NOTIFY THE COMPANY AS SOON AS IT KNOWS OR BECOMES AWARE OF ANY EVENT ARISING IN CONNECTION WITH THESE CONDITIONS WHICH IT BELIEVES MAY GIVE RISE TO A CLAIM UNDER THE PROVISIONS OF THIS CLAUSE 13 AND THE SUPPLIER SHALL NOT MAKE ANY

ADMISSIONS WHICH MAY BE PREJUDICIAL TO THE DEFENCE OR SETTLEMENT OF ANY THIRD PARTY CLAIM, ALLEGATION, DEMAND OR ACTION IN CONNECTION WITH ANY INDEMNITIES GIVEN IN THESE CONDITIONS.

13.5 NOTHING IN THESE CONDITIONS EXCLUDES OR LIMITS THE LIABILITY OF:

(a) EITHER PARTY FOR DEATH OR PERSONAL INJURY CAUSED BY ITS OWN NEGLIGENCE (OR THE NEGLIGENCE OF ITS DIRECTORS, EMPLOYEES, AGENTS OR SUB-CONTRACTORS), FOR FRAUDULENT MISREPRESENTATION BY IT, FOR FRAUD OR FOR ANY MATTER FOR WHICH IT WOULD BE ILLEGAL FOR THAT PARTY TO EXCLUDE OR TO ATTEMPT TO EXCLUDE ITS LIABILITY; NOR

(b) THE SUPPLIER WITH RESPECT TO LOSSES FOR WHICH THE SUPPLIER PROVIDES AN INDEMNITY IN ACCORDANCE WITH CLAUSES 12.4 AND 13.2.

13.6 SUBJECT TO CLAUSES 13.1 AND 13.5, THE TOTAL AGGREGATE LIABILITY OF COLLECTIVELY THE COMPANY AND ALL SERVICE RECIPIENTS (INCLUDING ALL OF THEIR EMPLOYEES, SERVANTS, AGENTS OR SUB-CONTRACTORS) HOWSOEVER ARISING UNDER OR IN CONNECTION WITH THESE CONDITIONS AND WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) BREACH OF STATUTORY DUTY, RESTITUTION, UNDER ANY INDEMNITY OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT SET OUT IN THE PURCHASE ORDER OR 10% OF THE CONTRACT PRICE IF NO AMOUNT IS STATED IN THE PURCHASE ORDER.

13.7 SUBJECT TO CLAUSE 13.5, NEITHER THE COMPANY NOR ANY SERVICE RECIPIENT NOR ANY OF THEIR AGENTS OR EMPLOYEES SHALL BE LIABLE TO THE SUPPLIER, ANY SUBCONTRACTOR OR ANY THIRD PARTY IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), UNDER STATUTE OR OTHERWISE AS A RESULT OF ANY OF THE INFORMATION PROVIDED TO THE SUPPLIER OR ANY SUBCONTRACTOR PRIOR TO THE COMMENCEMENT DATE BEING INCOMPLETE OR INACCURATE.

13.8 THE COMPANY AND THE SUPPLIER ACKNOWLEDGE THAT THE ABOVE PROVISIONS OF THIS CLAUSE 13 (LIABILITY) ARE REASONABLE AND ARE REFLECTED IN THE CONTRACT PRICE.

14 Insurance

14.1 The Supplier shall maintain (at its sole cost) adequate insurance cover to meet any liabilities which may arise with respect to its performance or failure to perform its obligations under these Conditions for such period as is necessary to ensure that insurance is provided for all such liabilities irrespective of when any claim in relation to any such liability is made (**Insurances**).

14.2 The Supplier shall in relation to all of the Insurances provide to the Company on request evidence in the form of a current insurance broker's letter that the premiums have been paid and that the Insurances are in full force and effect.

14.3 If the Supplier is in breach of clause 14.1 the Company may itself pay any premiums or may procure such Insurances and then recover such sums, together with any expenses, from the Supplier.

15 Assignment and Sub-Contracting

15.1 The Supplier shall not assign nor otherwise transfer, nor sub-contract, any of its rights or obligations under the Contract (in whole or in part) without the prior written consent of the Company, which shall not be unreasonably withheld.

15.2 If the Supplier sub-contracts any part of the Services, then the Supplier shall not be relieved from any liability or obligation whatsoever under the Contract, and the Supplier shall

be fully responsible for the acts, omissions or defaults of any sub-contractor (and its employees) as if they were the acts, omissions or defaults of the Supplier.

15.3 The Company shall have the right to assign the benefit or novate the benefit and the burden of the Contract in whole or in part to any third party provided always that in the case of any assignment, the Company shall serve notice of the assignment upon the Supplier within 10 (ten) Business Days of completing such an assignment. The Supplier agrees that it shall enter into such form of agreement as the Company may reasonably require to effect the novation by the Company of any of its obligations under the Contract to a third party and to release the Company from its obligations and liabilities hereunder.

16 Termination

16.1 The Company may terminate this Contract for convenience at any time on serving 30 days notice to the Supplier in writing.

16.2 The Company may (without prejudice to any of its other rights, powers or remedies) terminate the Contract immediately by notice to the Supplier upon the Supplier suffering any Event of Insolvency.

16.3 Either Party shall have the right to terminate this Contract immediately by notice to the other Party if the other Party is in material breach of these Conditions and either such breach is incapable of remedy or, where such breach is capable of remedy, the other Party fails to remedy such breach within ten (10) Business Days of the date of service of a notice specifying the breach and requiring it to be remedied.

16.4 Termination or expiry of this Contract shall not prejudice any rights, powers or remedies of either Party which had arisen on or before the date of termination or expiry and shall not affect the coming into force or the continuation in force of any term that is expressly or by implication intended to come into or continue in force. Upon the termination or expiry of this Contract each Party shall (if required by the other Party) promptly return to the other all Materials and other property of the other held by it and the Supplier shall (if required by the Company) remove all Supplier's Equipment remaining on the Site in accordance with clause 10.4 and shall otherwise immediately cease to exercise the rights granted under clause 9.1 (if any).

16.5 The Supplier shall following termination of this Contract co-operate with and provide the Company with such information, advice and/or ongoing assistance as the Company may require (at the Company's request and, if terminated by the Company other than pursuant to clause 16.1, at the Supplier's expense) in order to ensure that such termination and its consequences causes the minimum disruption to the Company's business and affairs and the performance of its responsibilities, and in order to enable a smooth and seamless transition from the Services to the Replacement Services.

16.6 For the avoidance of doubt, the Company shall not be obliged to pay any cancellation charge or other compensation to the Supplier (including, without limitation, in respect of redundancy payments for the Supplier's employees or loss of profits) by reason solely of termination of the Contract by the Company.

17 Notices

17.1 All notices to be given to a party under these Conditions shall be in writing in English and shall be marked for the attention of the person, and delivered by hand or sent by first class pre-paid post to the address detailed in the Purchase Order. All notices sent to the Company must also be copied to the Company Secretary and Head of Legal at the Company's registered office address. A Party may change the details recorded for it in this clause by notice to the other in accordance with this clause 17.1.

17.2 A notice shall be treated as having been received: if delivered by hand between 9.00 am and 5.00 pm on a Business Day (**Business Hours**), when so delivered; and if delivered by hand outside Business Hours, at the next start of Business Hours; and if sent by first class post, at 9.00am on the Business Day after posting if posted on a Business Day, and at 9.00am on the third Business Day after posting if not posted on a Business Day.

18 Contracts (Rights of Third Parties) Act 1999

18.1 Save as may be expressly provided for herein, this Contract is only enforceable by the original Parties to it and by their successors in title and permitted assignees and any rights of any

other person to enforce or rely upon any term of the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999 are excluded.

18.2 Subject to clause 18.4, each Service Recipient may bring a claim under this Contract in combination with any number of other Service Recipients or independently of any other Service Recipient. For the avoidance of doubt any Service Recipient(s) may bring a claim under this Contract through the Company in accordance with clause 18.3.

18.3 With respect any term of this Contract which is expressly or impliedly intended to benefit any Service Recipient:

(a) the parties agree that the Company may, as agent acting on behalf of such Service Recipient, enforce on behalf of that Service Recipient any such term and recover, in accordance with the provisions of these Conditions, any Losses suffered by that Service Recipient in connection with any breach of such term by the Supplier; and

(b) the Supplier hereby acknowledges for the purposes of these Conditions that such Losses shall be directly recoverable by the Company on behalf of such Service Recipient in the manner described above.

18.4 If any person who is not a Party to the Contract is stated to have the right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999, the Parties may rescind or vary the Contract (and any documents entered into pursuant to or in connection with it) without the consent of that person.

19 Force Majeure

19.1 Neither Party to the Contract shall be deemed to be in breach of these Conditions or otherwise liable to the other Party in any manner whatsoever for any failure or delay in performing its obligations under these Conditions to the extent (and solely for the duration) that the same is caused by reason of Force Majeure.

19.2 If a Party is unable to perform any of its obligations under these Conditions by reason of Force Majeure then it shall give written notice to the other Party, specifying the nature, extent and anticipated impact of the Force Majeure, immediately on becoming aware of the Force Majeure and will at all times use all reasonable endeavours to mitigate the severity of the Force Majeure. The Company shall only be obliged to pay the Supplier for the Services actually performed during the Force Majeure.

19.3 Immediately upon the cessation of the Force Majeure the Party affected shall serve a notice informing the other Party in writing that the Force Majeure has ceased. The Party affected shall thereafter immediately resume full performance of its obligations under these Conditions save where the Company has terminated these Conditions in accordance with clause 19.4 below.

19.4 If pursuant to this clause 19 (Force Majeure), the Supplier is excused from the performance of any Services for a period exceeding 30 days, then the Company may terminate this Contract or any Services affected by the Force Majeure by giving written notice of termination to the Supplier.

20 Bribery, Corruption, Modern Slavery and Tax

20.1 The Supplier warrants, represents and undertakes that no offence under the Bribery Act 2010 (**Bribery Act**) has been or will be committed by:

- (a) the Supplier; or
- (b) any associated person of the Supplier,

in connection with the procurement or implementation of this Contract.

20.2 For the purposes of clause 20.1(b), the definition of **associated person** in section 8 of the Bribery Act applies.

20.3 If at any time the Supplier:

- (a) has knowledge of, or has reasonable grounds to suspect the occurrence of, a breach of the warranty in clause 20.1; or
- (b) becomes the subject of any investigation in connection with the Bribery Act; or
- (c) becomes the subject of any other investigation in respect of any (or any suspected) wrong doing or impropriety; or
- (d) becomes aware of any equivalent investigation (as falls within clause 20.3(b) or 20.3(c)) in respect of its employees, or sub-contractors or any other associated person,

the Supplier (unless prohibited by Applicable Laws) shall promptly notify the Company in writing of such matters within its knowledge, or of such grounds for suspicion, and (where clause 20.3(a) applies) shall co-operate with the Company in the investigation of the breach or suspected breach of the same.

20.4 Similarly, the Supplier shall promptly inform the Company of any genuine and substantiated allegation, serious complaint or verifiable information in respect of any corruption related offence relating, in some way, to this Contract or to the Services (including, without limitation, any offence under the Bribery Act and/or any offence or practice relating to corruption, fraud, coercion, collusion, obstruction, money laundering and/or the financing of terrorism).

20.5 The Supplier shall:

- (a) comply with all Applicable Laws relating to modern slavery including but not limited to the Modern Slavery Act 2015 (the "**Relevant Modern Slavery Requirements**");
- (b) not do or omit to do any act or thing which causes or may cause the Supplier, the Company or any UU Group Member to be in breach of and/or to commit an offence under any Relevant Modern Slavery Requirements; and
- (c) notify the Company as soon as reasonably practicable of any breach of this clause.

20.6 The Supplier shall ensure that:

- (a) it is UK tax resident or has a tax presence in the UK; and
- (b) no individuals who are or will be involved in the provision of the Services (each an **Involved Individual**) will be engaged via an Intermediary without the express prior written consent of the Company; and
- (c) in any event, all income tax, national insurance contributions or other employment taxes and levies are applied and accounted for in full, and all associated tax laws (including IR35) are complied with, in respect of each and every Involved Individual,

and shall notify the Company as soon as reasonably practicable if any of the foregoing is untrue or ceases to be true (and in any event shall notify the Company as soon as reasonably practicable if it considers that the Company may have any obligations under IR35 in respect of the Services). The Supplier be responsible for any costs or other liabilities incurred by the Company as a result of any of the foregoing being or becoming untrue.

20.7 For the purposes of clause 20.6: (i) "**Intermediary**" means a third party which meets one of Conditions A to C set out in sections 61N(9) to (11) of the Income Tax (Earnings and Pensions) Act 2003 or such other meaning provided for such term in any other legislation amending or repealing IR35 (as interpreted in accordance with HMRC published guidance); and (ii) **IR35**" means the intermediaries legislation known as IR35 concerning off payroll working set out in Chapters 8 and 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003 and the Social Security Contributions (Intermediaries) Regulations 2000 (in each case as may be amended from time to time) and any other legislation or secondary legislation which imposes a liability to pay or deals with the payment to HMRC of any employment taxes in connection with services provided by workers via Intermediaries;

20.8 The Supplier shall in any event comply with all Applicable Laws, including tax laws, and shall not do or omit to do anything that causes the Company to breach any Applicable Law.

20.9 If any sum paid or due to the Company under the Contract is liable to taxation, the Supplier shall pay the Company such further sum as ensures that the net amount received and retained by the Company equals the full amount which would have been received and retained by it but for that tax liability.

20.10 The Supplier shall account to HMRC for any VAT payable on sums due under the Contract (and where relevant, the Company is an "end user" for the purposes of Section 55A of the VAT Act 1994, the Domestic Reverse Charge for Construction).

20.11 Breach of any sub-clause of this clause 20 is a material breach by the Supplier which is not capable of remedy.

20.12 This clause 20 shall survive the expiry or termination (for any reason) of this Contract (or of the Supplier's engagement under it).

21 General

21.1 Each Party will do or procure the doing of all acts and things and execute or procure the execution of all such documents as the other Party reasonably considers necessary to give full effect to the provisions of these Conditions.

21.2 No failure to exercise, nor any delay in exercising any right or remedy hereunder shall operate as a waiver thereof or of any other right or remedy hereunder, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.

21.3 Nothing in these Conditions are to be construed as establishing or implying any partnership or joint venture between the parties, or as appointing any party as the agent or employee of any other party.

21.4 If any provision of these Conditions are declared by a judicial or other competent authority to be wholly or partly void, voidable, illegal or otherwise unenforceable that provision shall be deemed to be severed from these Conditions and will not affect any other provisions of these Conditions, which will remain in full force and effect, and enforceable to fullest extent permitted

by law. The Parties will in good faith endeavour to agree to amend these Conditions to reflect as nearly as possible the spirit and intention behind the void, voidable, illegal or otherwise unenforceable provision.

21.5 The Supplier shall not at any time publish or permit to be published either alone or in conjunction with any other person any information, article, photograph, illustration or any other material of whatever kind, relating to these Conditions or the business of the Company or any Service Recipients generally, without the prior written consent of the Company. Such consent shall only relate and apply to each specific request for consent.

21.6 This Contract (together with all other documents to be entered into pursuant to it) sets out the entire agreement and understanding between the parties, and supersedes all proposals and prior agreements, arrangements, course of dealings and understandings between the parties, whether written or oral, relating to its subject matter.

21.7 Each party acknowledges that in entering into the Contract (and any other document to be entered into pursuant to it) it does not rely on any representation, warranty, collateral contract or other assurance of any person (whether party to these Conditions or not) that is not set out in these Conditions or the documents referred to in it. Each party waives all rights and remedies which, but for this clause, might otherwise be available to it in respect of any such representation, warranty, collateral agreement or other assurance. The only remedy available to any party in respect of any representation, warranty, collateral contract or other assurance that is set out in these Conditions (or any document referred to in it) is for breach of contract under the terms of these Conditions (or the relevant document) and where any factual circumstances give rise both to a claim for breach of this contract and for misrepresentation the parties agree that the innocent party's remedies shall be limited to those for breach of contract and shall not extend to any remedy for or in respect of representation. Nothing in these Conditions shall, however, limit or exclude any liability of either party for fraud or fraudulent misrepresentation.

21.8 Save as expressly indicated otherwise, all rights, powers and remedies granted to the Parties and/or the Service Recipients shall be cumulative and without prejudice to any other right, power or remedy of the Company and/or the Service Recipients no single or partial exercise of any right, power or remedy shall restrict or prejudice any other or further exercise of it or the exercise of any other right, power or remedy available to it.

21.9 Save as provided in clause 4 and subject to clause 18 (Contracts (Rights of Third Parties) Act 1999), no variation of the provisions of these Conditions shall be valid unless in writing signed by a duly authorised senior manager of the Company and a duly authorised representative on behalf of the Supplier.

21.10 The Contract shall be governed by the laws of England and Wales and the parties agree that the courts of England and Wales shall have exclusive jurisdiction over any claim or matter arising out of or in connection with the Contract, save that nothing in these Conditions shall limit the right of the Company and any Service Recipients to take proceedings against the Supplier in any other court of competent jurisdiction, whether concurrently or not.

Schedule: Data Processing Register

1 Subject-Matter of Processing

The Personal Data to be processed by the Supplier pursuant to the Contract concerns the following subject matter(s):

The Supplier will Process the Personal Data in connection with the performance of its duties and obligations under or in connection with the Contract, and in particular for the purposes described in the Specification and/or Purchase Order.

2 Duration of the Processing

The Personal Data to be processed under the Contract shall be Processed for the following duration:

In relation to any given Personal Data, for such duration as may be requisite for the performance of the Supplier's relevant duties and obligations under or in connection with the Contract, or for such alternative duration as may be specified in the Specification and/or Purchase Order.

3 Nature and Purposes of the Processing

The Personal Data to be processed under the Contract shall be processed for the following nature and purpose:

- (a) The processing will be carried out for the purposes of performing the Supplier's duties and obligations under or in connection with the Contract, or for the purposes of providing the Services or performing the Supplier's other duties and obligations under the Contract; and/or
- (b) As may be more specifically set out in the Specification and/or Purchase Order

4 Type of Personal Data

The Personal Data to be processed by the Supplier pursuant to the Contract concerns the following type of Personal Data:

- (a) In connection with the administration of the subject matter of the Contract, whether employed by the Company, the Supplier, or any other person on behalf of either of them: names, contact details, addresses, e-mail address, telephone numbers, date of birth, and other information or financial information relevant to the engagement or involvement of the Data Subject with the Contract or activities carried on by the Data Subject in connection with the same; and/or

- (b) In connection with any person(s) receiving, or receiving the benefit of, water and/or sewerage services, or otherwise being interested in such services, or the subject matter of Contract: names, contact details, addresses, e-mail address, telephone numbers, and other information relevant to the interactions between the Data Subject and the Company and/or the Supplier (or any third party on behalf of either of them); and/or

- (c) As may be more specifically set out in the Specification.

5 Categories of Data Subjects

The Personal Data to be processed under the Contract concerns the following categories of Data Subjects:

- (a) Person(s) receiving, or receiving the benefit of, water and/or sewerage services, or otherwise being interested in such services, or the subject matter of Contract: names, contact details, addresses, e-mail address, telephone numbers, and other information relevant to the interactions between the Data Subject and the Company and/or the Supplier (or any third party on behalf of either of them); and/or
- (b) Person(s) employed or engaged by the Company or the Supplier or any other member of the Company's supply chain; and/or
- (c) As may be more specifically set out in the Specification.

6 Contact details

For Personal Data queries arising from or in connection with the Contract, the Parties shall contact the following:

For Company: Data Protection Team United Utilities, Legal Department, Grasmere House, Lingley Mere Business Park, Lingley Green Avenue, Warrington, WA5 3LP Contact details: Email: DataProtectionandFraud@uuplc.co.uk Tel: 0345 075 0715	For Supplier: Any contact agreed between the parties from time to time as being the Supplier's main point of contact in respect of the Services
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