

J M MIDGLEY FARM SERVICES: TERMS OF SUPPLY OF GOODS & SERVICES

Customer's attention is particularly drawn to the provisions of clause 13.

1. INTERPRETATION

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

Business Day: a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.

Conditions: these terms and conditions as amended from time to time in accordance with clause 16.8.

Contract: the contract between Supplier and Customer for the supply of Goods and/or Services in accordance with these Conditions.

Customer: the person or firm who purchases the Goods and/or Services from Supplier.

Delivery Location: has the meaning set out in clause 4.1.

DPL: the data protection legislation being (i) the Data Protection Act 1998, until the effective date of its repeal (ii) the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK, and (iii) any successor legislation to the Data Protection Act 1998 and the GDPR, in particular the Data Protection Bill 2017-2019, once it becomes law.

Force Majeure Event: has the meaning given to it in clause 16.1(a).

Goods: the goods (or any part of them) set out in the Order.

Goods Specification: any specification for the Goods, including any relevant plans or drawings, that is agreed in writing by Customer and Supplier.

IPR: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Order: Customer's order for the supply of Goods and/or Services, as set out in Customer's purchase order form, or Customer's written acceptance of Supplier's quotation, or overleaf, as the case may be.

Personal Data: data which relates to a living individual who can be identified from that data.

Services: the services supplied by Supplier to Customer as set out in the Order.

Supplier: J M Midgley Farm Services of 19 Stixwoud Road, Woodhall Spa, Lincolnshire LN10 6QH.

Supplier Materials: has the meaning set out in clause 8.1(f).

Website: <http://www.flyingfarmer.co.uk>

2. BASIS OF CONTRACT

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

2.2 The Order shall only be deemed to be accepted when Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence.

2.3 The Contract constitutes the entire agreement between the parties. Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Supplier which is not set out in the Contract.

2.4 Any samples, drawings, descriptive matter or advertising issued by Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained in Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.

2.5 These Conditions apply to the Contract to the exclusion of any other terms that Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.6 Any quotation given by Supplier shall not constitute an offer, and is only valid for a period of 10 Business Days from its date of issue.

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

3. GOODS

3.1 The Goods are described on the Website or in any leaflets supplied by the Supplier as modified by any applicable Goods Specification.

3.2 Supplier reserves the right to amend Goods Specification if required by any applicable statutory or regulatory requirements.

4. DELIVERY OF GOODS

4.1 Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after Supplier notifies Customer that the Goods are ready.

4.2 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.

4.3 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or Customer's failure to provide Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.4 If Supplier fails to deliver the Goods, its liability shall be limited to costs and expenses incurred by Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event, Customer's failure to provide Supplier with adequate delivery instructions for the Goods, or any relevant instruction related to the supply of the Goods.

4.5 If Customer fails to accept or take delivery of the Goods within five Business Days of Supplier notifying Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by Supplier's failure to comply with its obligations under the Contract in respect of the Goods:

(a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the sixth Business Day following the day on which Supplier notified Customer that the Goods were ready; and

(b) Supplier shall store the Goods until delivery takes place, and charge Customer for all related costs and expenses (including insurance).

4.6 If 20 Business Days after Supplier notified Customer that the Goods were ready for delivery Customer has not accepted or taken delivery of them, Supplier may resell or otherwise dispose of part or all of the Goods and charge Customer for any shortfall below the price of the Goods.

4.7 Customer shall not be entitled to reject the Goods if Supplier delivers substitute goods which are of the same or very similar specification to the Goods set out in the Order.

4.8 Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle Customer to cancel any other instalment.

5. QUALITY OF GOODS

5.1 Supplier warrants that on delivery, and for a period of 6 months from the date of delivery (**Warranty Period**), the Goods shall:

- (a) conform in all material respects with their description; and
- (b) be free from material defects in design, material and workmanship.

5.2 Subject to clause 5.3, if:

- (a) Customer gives notice in writing during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the clause 5.1 warranty;
- (b) Supplier is given a reasonable opportunity of examining such Goods; and
- (c) Customer (if asked to do so by Supplier) returns such Goods to Supplier's place of business at Customer's cost,

Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

5.3 Supplier shall not be liable for the Goods' failure to comply with the clause 5.1 warranty if:

- (a) Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;
- (b) the defect arises because Customer failed to follow Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
- (c) the defect arises as a result of Supplier following any drawing, design or Goods Specification supplied by Customer;
- (d) Customer alters or repairs such Goods without the written consent of Supplier;
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;
- (f) the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

5.4 Except as provided in this clause 5, Supplier shall have no liability to Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.5 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by Supplier under clause 5.2.

6. TITLE AND RISK

6.1 The risk in the Goods shall pass to Customer on delivery. Title to the Goods shall not pass to Customer until Supplier has received payment in full (in cash or cleared funds) for the Goods and any other goods that Supplier has supplied to Customer in respect of which payment has become due.

6.2 Until title to the Goods has passed to Customer, Customer shall:

- (a) hold the Goods on a fiduciary basis as Supplier's bailee;
 - (b) store the Goods separately from all other goods held by Customer so that they remain readily identifiable as Supplier's property;
 - (c) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - (d) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on Supplier's behalf from the date of delivery;
 - (e) notify Supplier immediately if it becomes subject to any of the events listed in clause 14.1(b) to clause 14.1(k); and
 - (f) give Supplier such information relating to the Goods as Supplier may require from time to time,
- but Customer may resell or use the Goods in the ordinary course of its business.

6.3 If before title to the Goods passes to Customer, Customer becomes subject to any of the events listed in clause 14.1(b) to clause 14.1(k), or Supplier reasonably believes that any such event is about to happen and notifies Customer accordingly, then, provided the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy Supplier may have, Supplier may at any time require Customer to deliver up the Goods and, if Customer fails to do so promptly, enter any premises of Customer or of any third party where the Goods are stored in order to recover them.

7. SUPPLY OF SERVICES

7.1 Supplier shall provide the Services to Customer in accordance with the Order in all material respects.

7.2 Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in the Contract, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

7.3 Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and Supplier shall notify Customer in any such event.

7.4 Supplier warrants to Customer that the Services will be provided using reasonable care and skill.

8. CUSTOMER'S OBLIGATIONS

8.1 Customer shall:

- (a) ensure that the terms of the Order and (if submitted by Customer) the Goods Specification are complete and accurate;
- (b) co-operate with Supplier in all matters relating to the Services;
- (c) provide Supplier, its employees, agents, consultants and subcontractors, with access to Customer's premises, office accommodation and other facilities as reasonably required by Supplier to provide the Services;
- (d) provide Supplier with such information and materials as Supplier may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
- (e) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and
- (f) keep and maintain all materials, equipment, documents and other property of Supplier (**Supplier Materials**) at Customer's premises in safe custody at its own risk, maintain Supplier Materials in good condition until returned to Supplier, and not dispose of or use Supplier Materials other than in accordance with Supplier's written instructions or authorisation.

8.2 If Supplier's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by Customer or failure by Customer to perform any relevant obligation (**Customer Default**):

- (a) Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until Customer remedies Customer Default, and to rely on Customer Default to relieve it from the performance of any of its obligations to the extent Customer Default prevents or delays Supplier's performance of any of its obligations;
- (b) Supplier shall not be liable for any costs or losses sustained or incurred by Customer arising directly or indirectly from Supplier's failure or delay to perform any of its obligations as set out in this clause 8.2; and
- (c) Customer shall reimburse Supplier on written demand for any costs or losses sustained or incurred by Supplier arising directly or indirectly from Customer Default.

9. CHARGES AND PAYMENT

9.1 The price for Goods shall be the price set out in the Order or, if no price is quoted, the price set out in Supplier's published price list as at the date of delivery. The price of the

- Goods is exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be paid by Customer when it pays for the Goods.
- 9.2 The charges for Services shall be on a time and materials basis:
 (a) the charges shall be calculated in accordance with Supplier's standard daily fee rates, as set out on the Website or otherwise notified to Customer;
 (b) Supplier shall be entitled to charge Customer for any expenses reasonably incurred by Supplier in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Supplier for the performance of the Services, and for the cost of any materials.
- 9.3 Supplier reserves the right to increase the price of the Goods, by giving notice to Customer at any time before delivery, to reflect any increase in the cost of the Goods to Supplier that is due to:
 (i) any factor beyond the control of Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 (ii) any request by Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
 (iii) any delay caused by any instructions of Customer in respect of the Goods or failure of Customer to give Supplier adequate or accurate information or instructions in respect of the Goods.
- 9.4 In respect of Goods, Supplier shall invoice Customer on or at any time after completion of delivery. In respect of Services, Supplier shall invoice Customer either on completion of the Services, or weekly in arrears.
- 9.5 Customer shall pay each invoice submitted by Supplier:
 (a) within 14 days of the date of the invoice for the Goods or within 30 days of the date of the invoice for the Services (as applicable); and
 (b) in full and in cleared funds to a bank account nominated in writing by Supplier, and time for payment shall be of the essence of the Contract.
- 9.6 All amounts payable by Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by Supplier to Customer, Customer shall, on receipt of a valid VAT invoice from Supplier, pay to Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
- 9.7 Without limiting any other right or remedy of Supplier, if Customer fails to make any payment due to Supplier under the Contract by the due date for payment (Due Date), Supplier shall have the right to charge interest on the overdue amount at the rate of 5% per annum above the Bank of England base rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.
- 9.8 Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and Customer shall not be entitled to assert any credit, set-off or counterclaim against Supplier in order to justify withholding payment of any such amount in whole or in part. Supplier may, without limiting its other rights or remedies, set off any amount owing to it by Customer against any amount payable by Supplier to Customer.
10. **IPR**
- 10.1 All IPR in or arising out of or in connection with the Services shall be owned by Supplier.
- 10.2 Customer acknowledges that, in respect of any third party IPR in the Services, Customer's use of any such IPR is conditional on Supplier obtaining a written licence from the relevant licensor on such terms as will entitle Supplier to license such rights to Customer.
- 10.3 All Supplier Materials are the exclusive property of Supplier.
11. **CONFIDENTIALITY**
- A party (Receiving Party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (Disclosing Party), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 11 shall survive termination of the Contract.
12. **DATA**
- 12.1 Supplier will comply with all applicable requirements of DPL. This clause 12.1 is in addition to, and does not relieve, remove or replace, a party's obligation under DPL.
- 12.2 Supplier shall not use the Personal Data for any purpose other than for processing as is necessary for the Contract. Clause 17 sets out the scope, nature and purpose of processing by Supplier, the duration of the processing and the types of Personal Data and categories of data subjects.
- 12.3 Without prejudice to the generality of this clause 12.1, Supplier shall, in relation to any Personal Data processed in connection with the performance by Supplier of its obligations under the Contract:
 (a) process that Personal Data only on the written instructions of Customer unless Supplier is required by the laws of any member of the European Union or by the laws of England (Applicable Laws). Where Supplier is relying on Applicable Laws as the basis for processing Personal Data, Supplier shall promptly notify Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Supplier from so notifying Customer;
 (b) ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
 (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
 (d) notify Customer without undue delay on becoming aware of a Personal Data breach;
 (e) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of Customer has been obtained and Supplier has complied with DPL;
 (f) at the written direction of Customer, delete or return Personal Data and copies thereof to Customer on termination of the Contract unless required by Applicable Law to store the Personal Data;
 (g) maintain complete and accurate records and information to demonstrate its compliance with this clause 12; and
 (h) not use a third party processor to process the Personal Data under the Contract.
13. **LIMITATION OF LIABILITY: CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**
- 13.1 Nothing in these Conditions shall limit or exclude Supplier's liability for:
 (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 (b) fraud or fraudulent misrepresentation;
 (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
 (d) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
 (e) defective products under the Consumer Protection Act 1987; or
 (f) any matter in respect of which it would be unlawful for Supplier to exclude or restrict liability.
- 13.2 Subject to clause 13.1:
 (a) Supplier shall under no circumstances whatever be liable to Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
 (b) Supplier's total liability to Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total price payable by Customer under the Contract in respect of the Goods/Services.
- 13.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 13.4 This clause 12 shall survive termination of the Contract.
14. **TERMINATION**
- 14.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:
 (a) the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing of the breach;
 (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
 (c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
 (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;
 (e) the other party (being an individual) is the subject of a bankruptcy petition or order;
 (f) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
 (g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
 (h) a floating charge holder over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
 (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 (j) the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business; or
 (k) the other party (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.
- 14.2 Without limiting its other rights or remedies, Supplier may terminate the Contract with immediate effect by giving written notice to Customer if Customer fails to pay any amount due under this Contract on the due date for payment or if the Supplier is unable to supply the Goods and/or Services in accordance with the Order.
- 14.3 Without limiting its other rights or remedies, Supplier shall have the right to suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between Customer and Supplier if:
 (a) Customer fails to make pay any amount due under this Contract on the due date for payment; or
 (b) Customer becomes subject to any of the events listed in clause 14.1(b) to clause 14.1(k), or Supplier reasonably believes that Customer is about to become subject to any of them.
15. **CONSEQUENCES OF TERMINATION**
- On termination of the Contract for any reason:
 (a) Customer shall immediately pay to Supplier all of Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, Supplier shall submit an invoice, which shall be payable by Customer immediately on receipt;
 (b) Customer shall return all of Supplier Materials which have not been fully paid for. If Customer fails to do so, then Supplier may enter Customer's premises and take possession of them. Until they have been returned, Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
 (c) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
 (d) clauses which expressly or by implication have effect after termination shall continue in full force and effect.
16. **GENERAL**
- 16.1 Force majeure:
 (a) For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
 (b) Supplier shall not be liable to Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
 (c) If the Force Majeure Event prevents Supplier from providing any of the Services and/or Goods for more than 4 weeks, Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to Customer.

- 16.2 Assignment and subcontracting:
- (a) Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
 - (b) Customer shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 16.3 Notices:
- (a) Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.
 - (b) Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at such addressor, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission.
 - (c) This clause 16.3 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail.
- 16.4 Waiver: A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 16.5 Severance:
- (a) If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
 - (b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 16.6 No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
- 16.7 Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 16.8 Variation: Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by Supplier.
- 16.9 Governing law and jurisdiction: This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.
- 17. DATA PROCESSING**
- 17.1 Scope: the processing of Personal Data wholly or partly by automated means and manual processing if the Personal Data forms part of a filing system, or is intended to form part of a filing system
- 17.2 Nature: to use and store the Personal Data solely to perform the Contract.
- 17.3 Purpose of processing: to provide the Goods and/or Services under the Contract.
- 17.4 Duration of processing:
- (a) Supplier will only retain Customer's bank details, email address and address for as long as necessary to fulfil the terms of the Contract and for the purposes of satisfying any legal, accounting, or reporting requirements.
 - (b) Supplier may retain Customer's name and details of the Goods and/or Services provided for 6 years from the termination or expiry of the Contract for the eventuality that Supplier may need to respond to a claim should it be alleged that Supplier is in breach of the Contract.
 - (c) In some circumstances Supplier may anonymise Customer's Personal Data so that it can no longer be associated with Customer.
- 17.5 Types of personal data:
- (a) Name
 - (b) Address
 - (c) Email address
 - (d) Bank details
 - (e) [OTHER]
- 17.6 Categories of data subject: Adults [and OTHER]