

## TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS, EQUIPMENT AND SUPPORT SERVICES.

<https://www.colyer.co.uk/terms-conditions/>

### DEFINITIONS.

"Address" means the delivery address stated in an Order or such other address as the Purchaser may subsequently notify in writing.

"Billing Date" means the last day of each true-up period when the meter readings are due and set out on the Service Agreement.

"Business Hours" normal business hours are 8:45AM to 5:15PM Monday to Thursday, 8:45AM to 5:00PM on Friday, excluding public holiday and published festive breaks.

"Charge(s)" the fees/prices for Services purchased by The Purchaser as set out on the Service Agreement.

"Colyer Group Limited" company incorporated in England and Wales (registration 03066370) and having its registered office at 15 Poole Road, Woking, Surrey, United Kingdom, GU21 6BB. The Colyer Group shall include all companies owned or having a trading style used by the company, they include: Colyer Reproprint, Colyer London, Colyer Group Ltd and Colyer.

"Conditions" means the standard Conditions of Purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions set out in a purchase order.

"Confidential Information" means any information of whatever nature relating to the business and any of its clients, prospective clients, Colyer Group Limited's staff and prospective partners.

"Consent to Contact Bankers and Referees" It is understood and agreed that The Colyer Group may contact the Bank and referees listed for information and request opinions and references with regard to the Company / Account Name. It is understood that the account may not be opened until satisfactory references have been received.

"Consumables" OEM, compatible, remanufactured, Purchaser replaceable units, toner cartridges and ink cartridges.

"Contract" means the agreement between the Purchaser and the Colyer Group Limited consisting of the Order and/or Service Agreement, these Conditions and any other documents, or parts thereof, specified in the Order for the sale and purchase of the Goods or supply of the Services.

"Correct Invoice" means a detailed invoice quoting the Purchaser's order number setting out full details of the Goods or Services supplied, agreed prices and any discounts given.

"Cycle Start Date" the first day of the calendar month following the Service Start Date.

"Data" all designs, specifications, reports, working notes, documentation, process information, software and other materials.

"Data Protection Legislation" means all applicable laws and regulations relating to the processing of personal data and privacy including the Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679 ("GDPR") and any statutory instrument, order, rule or regulation made thereunder, as from time to time amended, extended, re-enacted or consolidated.

"Delivery" means the receipt by the Purchaser of the Goods or performance of the Services at the Address.

"Equipment" the single item of equipment or selected by The Purchaser on the applicable Service Agreement.

"Fix Price Policy" Where included in the Service Agreement we expect toner, ink and/or parts usage to be a maximum of 20% average coverage of all colours. We will contact you if this is likely to be exceeded and we will charge you for additional items at our current prevailing rates.

"Fixed Term" the fixed number of Service Years selected on the Service Agreement starting on the Cycle Start Date.

"Goods" means all products including hardware, software, any and all materials specified in an Order to be supplied in accordance with the Contract.

"Meter Reading Device" a proprietary device or software application installed on Purchaser's computer network or equipment as communicated by Colyer Group Limited.

"Colyer Group Limited Print Services" the provision of Colyer Group Limited print services on the Equipment.

"OEM" Original Equipment Manufacturer of the Equipment listed under this Contract.

"Order" means the Purchaser's purchase order incorporating these Conditions together with all the documents attached or referred to therein.

"Personal Data" means the definition prescribed under relevant Data Protection Legislation.

"Price" means the price exclusive of Value Added Tax payable to the Colyer Group Limited by the Purchaser under the Contract for the full and proper performance by the Colyer Group Limited of the Services under the Contract.

"Purchaser" means the company or individual applying for the Goods or Services supplied in accordance with the Contract.

"Registration Date" the date Purchaser enters into this Service Agreement as agreed with Colyer Group Limited.

"Services" means the services or work specified in an Order to be supplied in accordance with the Contract.

"Service Agreement" means this document which sets out our entire agreement, cover the Equipment, Services and any other Goods supplied as part of the Order.

"Service Band" as defined in Clause 24.

"Service Start Date" the date on which Services will commence on the Equipment as selected by the Purchaser and may be up to a maximum of 8 calendar days following the registration Date.

"Service Year(s)" the 12 month period commencing on the Cycle Start Date and each successive 12 month period.

"Small Format" Refers to cut sheet printers, and multi-functional devices that typically print onto A4 or A3 paper.

"Term" Subject to Clause 14.1 the term of this Service Agreement is from the registration Date and includes Fixed Term and successive Service years following any renewal and is altogether defined as the term (Term).

### 1. Basis of Purchase

1.1 An Order constitutes an offer by the Purchaser to purchase the Goods and/or Services at the Price stated in the Order and subject to these Conditions.

1.2 No Contract shall be concluded until the Colyer Group Limited either expressly by giving notice of its acceptance to the Purchaser, accepts the Purchaser's offer.

1.3 In the event of any other signed agreements for Goods or Services with the Colyer Group Limited, these Conditions shall apply to the Contract to the exclusion of any other terms and conditions.

1.4 No variation or addition to these Conditions or an Order or the Contract shall be binding upon the Parties unless agreed in writing between an authorised representative of the Purchaser and an authorised representative of the Colyer Group Limited.

1.5 Subject to any amendment in accordance with Clause 21 these Conditions embody the entire understanding of the parties and override any prior promises, undertakings or representations.

1.6 Colyer Group Limited's General Terms and Conditions forms part of this agreement.

### 2. Cancellation of Order and Return of Goods.

2.1 If the Purchaser cancels all or part of a Contract prior to delivery of the Goods and/or performance of the Services, provided such Goods or Services are not bespoke to the Purchaser, Purchaser shall be liable to pay to the Colyer Group Limited, fair and reasonable compensation for work-in-progress carried out by the Colyer Group Limited at the time of cancellation any indirect or consequential loss. Orders Bespoke to Purchaser's specific requirements will be charged in full.

2.2 Goods must be returned to Colyer Group Limited at the Purchaser's own cost and will incur a restocking fee.

### 3. Price

3.1 The price payable for the Goods or the Services shall be that stated on the Order and unless otherwise so stated, shall be:

- (i) exclusive of any applicable Value Added Tax (which shall be payable by the Purchaser subject to receipt of a VAT invoice), charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Address.

### 4. Delivery

4.1 The time of delivery of the Goods and of performance of the Services shall not be the essence of the Contract.

4.2 All Goods and Services shall be delivered or performed at the Address specified in the Order.

4.3 Risk of damage to or loss of the Goods shall pass to the Purchaser upon delivery to the Purchaser in accordance with these Conditions.

4.4 Unless otherwise specified in an Order, the Purchaser shall have 5 working days to inspect Goods and Services whereupon the Purchaser will be deemed to have accepted the Goods and Services pursuant to a Contract.

### 5. Invoices and Payment

5.1 The Purchaser will pay for the Goods or Services in advance, unless explicitly agreed in writing.

5.2 Any Goods sold shall be on the basis that risk transfers to Purchaser on delivery, but legal title to the Goods shall not pass until Colyer Group Limited has received payment in full. Purchaser irrevocably agrees that Colyer Group Limited may upon reasonable notice enter its premises during Business Hours to recover goods to which Colyer Group Limited retains title, if Purchaser is in breach of its obligations under these Conditions. Colyer Group Limited may, in its discretion, grant the Purchaser a credit line or payment terms which Colyer Group Limited may revise at any time.

5.3 The Purchaser shall be invoiced for Charges for the Service Band in advance, the first invoice will be for the full Service Band, subsequent invoices for additional pages shall be invoiced in accordance with the true-up frequency cycle as determined by the type of Equipment selected. However, Colyer Group Limited reserves the right to invoice for Charges for any pages over the Service Band at any time.

5.4 Colyer Group Limited will not reduce, discount or pro rata any Charges if The Purchaser fails to utilise the Full Service Band purchased under this Service Agreement.

5.5 Colyer Group Limited may, upon reasonable written notice, withhold Services (including Consumables) if The Purchaser is: a) in breach of its payment obligations to Colyer Group Limited; or b) otherwise in breach of any of its obligations with Colyer Group Limited, whether under this Services Agreement or any other agreement between Colyer Group Limited and the Purchaser.

5.6 The Purchaser may raise a query with respect to any invoice within 15 working days of the invoice date. If the Purchaser raises a query with respect to any invoice, the Purchaser shall supply Colyer Group Limited with all relevant information necessary to resolve such query within 2 working days of such information being requested by Colyer Group Limited. If Colyer Group Limited does not receive such information within 2 working days of the request, the query will be closed, and the Purchaser shall be obliged to pay the invoice in full at the Payment Due Date.

5.7 Before accepting registration of an Order to purchase a new Service Agreement, Colyer Group Limited may require the Purchaser to pay a deposit or a portion of the Purchaser's credit limit. If Colyer Group Limited is in breach of its payment obligations to Colyer Group Limited and exceeds its credit line. Under any agreement between Colyer Group Limited and the Purchaser.

5.8 Colyer Group Limited may reject any order to purchase a new service agreement after 7 calendar days on hold, if the Purchaser has not remedied any default set out in Clause 5.3. In respect of Clause 5.3 such remedy will include the Purchaser paying sufficient invoices to bring it back in line with its approved credit line.

### 6. Late Payment Charges (Interest and Debt recovery)

6.1 Interest on late Payments - statutory interest\* - will be charged at 8% plus the Bank of England base rate. Cost of recovering a late commercial payment shall be on top of claiming interest. Fixed one off charge per invoice due:

Amount of debt	What Colyer Group Limited will charge
Invoice Value up to £999.99	£40
Invoice Value from £1,000 to £9,999.99	£70
Invoice Value from £10,000 or more	£100

This clause does not apply to a disputed invoice, where Colyer Group Limited confirms the dispute is valid.

### 7. Pricing And Discounts

7.1 Pricing will be consistent throughout the Term of this Service Agreement. The Charges may be subject to change. Any such changes will be notified to the Purchaser at least 30 days in advance of the revised Charges becoming effective.

7.2 Our per page charge will be set out in the Service Agreement and will be dependent on whether they will be charged in black & white (B/W) and quoted as A4 (Small Format) and other sizes will be charged at double the stated rate.

### 8. Warranties as to Goods and Services

8.1 Colyer Group Limited warrants that Services will be performed with reasonable skill and care and it will be provided substantially in accordance with the Order.

8.2 Colyer Group Limited warrants that any Goods supplied shall be in compliance with any and all third party manufacturer specifications. All other warranties in respect of fitness for purpose, merchantability, non-infringement and satisfactory quality are hereby excluded.

### 9. Intellectual Property

9.1 All patents, copyright, design rights and other intellectual property rights ("IP Rights") in all Data prepared or supplied by the Purchaser to the Colyer Group Limited shall remain the property of the Colyer Group Limited. The Colyer Group Limited hereby grants a non-exclusive, irrevocable, royalty-free licence to the Purchaser to use, copy or modify such Data provided it is to enable the Purchaser or such third party to utilise the Data prepared or developed under or in connection with the Contract.

### 10. Data Protection

10.1 Both Parties will fully comply with all applicable requirements of Data Protection Legislation as set out in Schedule 1. Purchaser consents to Colyer Group Limited doing all such acts as may be necessary to comply with such requirements.

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## 11. Dispute Resolution

11.1 The Parties agree to use reasonable endeavours to resolve any dispute or claim relating to these Conditions in good faith. Each Party must follow the procedures in this Clause before starting court proceedings.

11.2 If a dispute or claim arises between the Parties that cannot be resolved promptly between the Parties at an operational level, either Party may notify the other Party of a formal dispute. Each Party must nominate a senior executive to meet within fifteen (15) days of the date of the notice (or any other agreed period) to resolve the dispute or claim. In the event that the dispute is still not resolved the parties may refer the dispute to a recognised arbitration service.

## 12. Confidentiality

12.1 Each Party shall keep confidential and shall not disclose Confidential Material of the other Party to any party without the prior written consent of the other Party, except that such Confidential Material may be disclosed to staff of the receiving Party as are required for the performance of the receiving Party's obligations under these Conditions. Each Party shall take all reasonable steps to ensure that any such Confidential Material disclosed to any person in accordance with this clause is treated as confidential by the person to whom it is disclosed and shall require its subcontractors to enter into a confidentiality agreement which imposes confidentiality obligations no less protective than those imposed upon under these Conditions.

12.2 Nothing in this clause shall prevent either Party from disclosing Confidential Material where it is required to be disclosed by judicial, governmental or regulatory process in connection with any proceeding or claim by applicable law, or becomes commonly known within the public domain other than by breach of this Framework Agreement;

12.3 This clause shall survive for two years post-termination of this agreement for any reason.

## 13. Force Majeure

13.1 Neither party shall be liable to the other or be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform any of their respective obligations in relation to the Contract if the delay or failure was due to any cause beyond said party's reasonable control including, but not limited to, any act of god, act of government or state, war, fire, civil commotion, insurrection or industrial action of third parties out with the control of the Colyer Group Limited.

## 14. Term

14.1 The term of this Service Agreement is from the Registration Date and successive Service Years following any renewal, or where the Equipment is leased the Term will last the length of the lease.

## 15. Termination

15.1 Colyer Group Limited shall have the right to immediately terminate the Contract if the Purchaser:

- (i) commits a breach of any of the terms of the Contract;
- (ii) becomes insolvent or holds a meeting of creditors or enters into or proposes any arrangement with its creditors or enters into or proposes any distress or execution or other process levied or enforced on the whole or a substantial part of its assets or convenes a meeting for the purposes of considering a resolution for the making of an administration order or its winding up or liquidation;
- (iii) ceases or threatens to cease to carry on its business or trade.

15.2 The termination of the Contract howsoever arising will be without prejudice to the rights, duties and liabilities of either party accrued prior to termination. The Conditions which impliedly or expressly have effect after termination will continue to be enforceable notwithstanding termination.

15.3 Either party may cancel this Service Agreement upon the giving of 90 days' advance written notice to the other party and the end of the Term.

15.4 In the event of cancellation, Colyer Group Limited shall invoice the Purchaser the full outstanding balance of the Service Agreement based on historical average usage or contract commitment, whichever is higher, up to the end of the Fixed Term. Upon termination or cancellation, the Purchaser must supply Colyer Group Limited with the final meter readings in accordance with the process set out in clause 23.1 and 23.2. Colyer Group Limited reserves the right to validate the final meter readings supplied by the Purchaser. In such cases, the last day of the notice period will be deemed the Billing Due Date.

## 16. Renewal

16.1 This Service Agreement automatically renews at the end of the Fixed Term for successive 12 month periods. Automatic renewal shall continue until either the end of life of the Equipment as communicated to the Purchaser by Colyer Group Limited or upon a party giving at least 90 days' prior written notice to the other party before the date of renewal. By the Purchaser's use of the Services, the Purchaser will be deemed to have accepted the then current terms for this Service Agreement.

## 17. Technical Support and Remote Diagnostics

17.1 To ensure that the Equipment is repaired as quickly and efficiently as possible, the Purchaser shall make all reasonable efforts to provide remote access in order to repair and diagnose the Equipment.

17.2 Purchaser will provide appropriate assistance to telephone support personnel to resolve issues with the equipment if remote telephone support is unsuccessful. Colyer Group Limited will provide on-site Services of the Equipment hardware to repair the problem. Telephone calls may be recorded and/or monitored for training purposes.

17.3 Software support is provided remotely by telephone and online support tools and covers OEM software embedded as standard in the Equipment. Any other software support is not covered by this Service Agreement, but if such software support is available, it can be purchased at the then current rates of charge from Colyer Group Limited.

## 18. Maintenance Releases

18.1 Maintenance Releases or firmware upgrades may be required to correct performance problems and will be provided under this Service Agreement where deemed applicable by the OEM. The OEM may only supply maintenance releases for software and firmware that are at the latest revision levels. If the Equipment contains features that enable the OEM to implement maintenance releases remotely, Colyer Group Limited may, in certain situations, request access to Purchaser's Equipment to assist the implementation process.

## 19. Provision Of Consumables

19.1 If this Service Agreement includes the provision of Consumables, Colyer Group Limited will monitor Consumables orders by Purchaser against meter readings. Consumables will only be shipped to Purchaser's address where the Equipment is located. If Purchaser requests delivery to an alternative delivery address, Colyer Group Limited will firstly need to approve the change.

19.2 Where specific Consumables ordering by Purchaser will be undertaken automatically. For Purchasers without a Meter Reading Device in operation, with each Purchaser Order for Consumables it will be mandatory to provide accurate meter readings in line with Colyer Group Limited's meter reading format requirements against the serial number of the Equipment assigned to this Service Agreement and for which Consumables are being requested. Colyer Group Limited reserves the right to change or add to the types of meter readings required.

19.3 Consumables supplied with this Service Agreement remain the property of Colyer Group Limited until used within the Equipment. Colyer Group Limited reserves the right to provide refurbished or refilled Consumables which will work as new.

19.4 Colyer Group Limited will supply Consumables in line with the Fair Usage Policy. Such supplies of Consumables are determined in Colyer Group Limited's reasonable discretion.

19.5 Consumables under this Service Agreement are designed and solely supplied for use by Purchaser in the Equipment to which this Service Agreement relates.

19.6 If there are any excess Consumables these remain the property of Colyer Group Limited.

19.7 Consumable Parts, such as Staples, Printheads, Maintenance Kits, Scanner Glass, White Background and Lamps are excluded and are chargeable.

## 20. Limitations

20.1 Colyer Group Limited shall not be obligated under this Service Agreement to:

- (i) repair damage resulting from attempts by personnel other than Colyer Group Limited representatives to repair or service the Equipment unless directed by a Colyer Group Limited representative;
- (ii) repair any damage, malfunction, or degradation of performance resulting from improper use, incorrect installation, or connection to incompatible equipment, provide any software support or service involving third party branded application software;
- (iii) repair any performance issues caused by the use of third-party supplies or Consumables not specified under this Agreement, or supplies not specified for use with the particular Equipment;
- (iv) Perform customer maintenance or cleaning or to repair any performance issues resulting from failure to perform customer maintenance and cleaning as prescribed in published product materials;
- (v) repair any performance issues resulting from use of the Equipment in an environment not meeting the operating specifications set forth in the user manual;
- (vi) repair any performance issues following the physical movement of Equipment;
- (vii) repair any third-party branded accessories;
- (viii) Service any Equipment after the limit of its duty cycle has been reached, if applicable;
- (ix) any repairs rendered necessary by the Purchaser using Consumables not purchased from Colyer Group Limited.

## 21. Service Levels

21.1 Colyer Group Limited will, subject to clause 5.6, during normal Business Hours repair defective Equipment. If we use a third-party to help provide the Services, that party's service levels will be the responsibility of Colyer Group Limited and not Colyer Group Limited's responsibility over our own from the point at which the request is escalated to the third party.

## 21.2 Parts Availability and Service Level Impact

21.3 Colyer Group Limited does not warrant that all parts for all Equipment will be held in stock at all times. Where a fault diagnosis identifies that a replacement part is required and such part is not immediately available from Colyer Group Limited or its suppliers, Colyer Group Limited shall use reasonable endeavours to obtain the required part as quickly as practicable. Any delay in meeting an agreed Service Level or response time which is directly attributable to the unavailability or lead time of required parts shall not constitute a breach of this Service Agreement, and the applicable Service Level shall be deemed suspended for the duration of such delay. Colyer Group Limited shall not be liable for any losses, costs or damages arising from such delays.

## 22. Installation / Re-installation / Removal

22.1 Equipment will be installed and removed as covered under the terms of this Service Agreement. Upon request Colyer Group Limited will supervise Equipment relocation, including de-installation, crating, un-crating and re-installation, or perform other associated services at the current rates of charge.

## 23. Meter Reading

23.1 Where Equipment is capable of supporting Meter Reading Devices, the Purchaser shall ensure that an accurate meter Reading Device is installed and in operation at all times at Purchaser's premises.

23.2 Where Equipment is not capable of supporting Meter Reading Devices or if the automated meter reading is overdue, the Purchaser shall be responsible for obtaining meter readings from Purchaser and provide such readings to Colyer Group Limited. The Purchaser must obtain and provide such meter readings by the 24th day of each month. If no meter readings are received, Colyer Group Limited will generate an invoice based on estimated usage.

## 24. Service Band

24.1 This Service Agreement is purchased by the Purchaser based on a Service Band where applicable.

24.2 The Service Band is the committed page volume or the minimum value commitment (depending on type of Equipment) for each relevant period (Service year or other true-up frequency depending on type of Equipment) (Service Band). The Purchaser agrees to pay the Charges for the Service Band in line with the payment frequency cycle.

24.3 Where the Service Band is based on the committed page volume, any additional pages used in excess of the Service Band will be charged at a Charge per page. Where the Service Band is based on a minimum value commitment, the Purchaser will be charged the difference between the total of the Charges for pages on all meters on the Equipment and the Service Band.

24.4 No credit will be given for pages not used within the Service Band.

## 25. Service Band Adjustment

25.1 Where the Service Band is available, the Service Band may only be changed once per Service year. The Charges applied to the revised Service Band shall be those Charges applicable at the Service Start Date of the Fixed Term and shall be adjusted taking into account any subsequent price increases, discounts and subsequent uplifts.

## 26. Remedies

26.1 Without prejudice to any other remedy, if any Goods or Services are not supplied or performed in accordance with the Contract, then the Purchaser shall be entitled:

- 26.2 to require the Colyer Group Limited to remedy defects in the Goods or Services and carry out any other necessary work to ensure that the terms of an Order are fulfilled within 30 days or any other period agreed in writing by the Parties.

## 27. Assignment

27.1 The Colyer Group Limited can assign the Contract or sub-contract any of its rights or duties hereunder as and when Colyer Group Ltd deemed necessary as its sole discretion.

## 28. Notices

28.1 Any notice required or to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business.

## 29. Severability

29.1 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

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### 30. Variations

30.1 Neither Party may vary any of the Conditions of the Contract, unless mutually agreed between the Parties in writing and executed by duly authorised representatives of both Parties.

### 31. Non-Solicitation

31.1 The Purchaser shall not solicit in any way the services of or offer to employ any employee or sub-contractor of the Colyer Group Limited (or any person who has been an employee or sub-contractor during the previous year) who is or has been engaged in carrying out the Colyer Group Limited's obligations under this Agreement nor shall the Client actually employ or contract with such an employee or sub-contractor without the written consent of the Colyer Group Limited, during the period commencing on the date on which services subject to these terms and conditions are ordered by the Client and ending 12 months after the later of:

- (i) the date on which such services are completed; and
- (ii) the date on which such employee or sub-contractor ceases to be employed by or contracted to the Colyer Group Limited.

### 32. Governing Law

32.1 The Contract, any Order and these Conditions shall be governed and construed in accordance with the laws of England and the parties submit to the non-exclusive jurisdiction of the English Court.

32.2 Any breach of Clause 32.1 shall be deemed a material breach of the Contract.

### 33. SCHEDULE 1 Data Processing

33.1 In the Agreement the terms "Personal Data", "Data Processor", "Data Subject", "process", and "Data Controller" are as defined in the Data Protection Legislation.

33.2 Where Personal Data is processed by Colyer Group Limited on behalf of Purchaser in performing its obligations under the Agreement, Purchaser is the Data Controller and Colyer Group Limited is the Data Processor.

#### 33.3 Purchaser shall:

- (i) be solely responsible for determining the purposes for which and the manner in which Personal Data are, or are to be, processed; and
- (ii) ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Colyer Group Limited for the duration and purposes of the Agreement.

33.4 Where Colyer Group Limited processes Personal Data on behalf of Purchaser, Colyer Group Limited shall, in respect of such Personal Data:

- (i) act only on written instructions and directions from Purchaser and shall comply with all such instructions and directions received from Purchaser from time to time;
- (ii) immediately notify Purchaser if, in Colyer Group Limited's opinion, any instruction or direction from Purchaser infringes the Data Protection Legislation but shall continue processing according to such direction or instruction except to the extent Purchaser withdraws or amends such direction or instruction;
- (iii) not process Personal Data for any purpose other than for the provision of Services to Purchaser and necessary for the performance of the Agreement;
- (iv) restrict Personal Data to its employees, director, agent, contractor, or affiliate of Colyer Group Limited or any third party except as necessary for the performance of the Services, to comply with Law or with Purchaser's prior written consent;
- (v) implement all and appropriate technical and organisational measures;
- (vi) to protect the security and confidentiality of Personal Data processed by it in providing the Services, and to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure, access, or processing; and as required under Data Protection Legislation to ensure a level of security appropriate to the risk, including as appropriate:

  - a. the pseudonymisation and encryption of Personal Data;
  - b. the ability to ensure the ongoing confidentiality, integrity, availability, and resilience of processing systems and services;
  - c. the ability to restore the availability and access to the Personal Data in a timely manner; and
  - d. a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring and maintaining the security of the processing;

- (vii) notify Purchaser without undue delay of any request made by a Data Subject under Data Protection Legislation in relation to or in connection with Personal Data processed by Colyer Group Limited on behalf of Purchaser and, if required by Purchaser, permit Purchaser to handle such request and at all times cooperate with and assist Purchaser to ensure its compliance with its obligations under the Data Protection Legislation in relation to such Data Subject requests, including where Data Subject's exercise their rights to:

  - a. access, rectify or erase Personal Data;
  - b. restrict or object to the processing of Personal Data;
  - c. the portability of Personal Data if Purchaser elects not to handle any Data Subject request referred to in Colyer Group Limited, Colyer Group Limited shall comply with such request. In all cases, Colyer Group Limited shall provide a copy to Purchaser of all Personal Data which it does so disclose.

- (viii) process the Personal Data in accordance with any specified duration, purpose, type and categories of data subjects as set out in the Order Form.

33.5 Colyer Group Limited shall, without undue delay and in any event within 48 hours of becoming aware of any reasonably foreseeable occurrence of any actual or suspected accidental, unlawful or unauthorised destruction, loss, alteration, access to, disclosure of or processing of Personal Data ("Incident"). Such notice shall include reasonable details of the Incident including without limitation:

- (i) a description of the Incident;
- (ii) likely consequences of the Incident;
- (iii) the number of data subjects affected, number of records affected, and the types of records affected; and
- (iv) the measures taken or proposed to be taken to address the Incident, including measures to mitigate possible adverse effects of the Incident. Colyer Group Limited shall co-operate with any investigation regarding the Incident and take all necessary measures to limit further unauthorised disclosure of or unauthorised processing of Personal Data in connection with the Incident.

33.6 Colyer Group Limited shall cooperate and provide Purchaser with such reasonable assistance as Purchaser requires in relation to any complaints made by Data Subjects or investigations or enquiries made by any regulatory authority relating to Purchaser's or Colyer Group Limited's obligations under the Data Protection Legislation.

33.7 In relation to Personal Data processed by Colyer Group Limited under the Agreement, Colyer Group Limited shall co-operate with Purchaser to the extent reasonably necessary to enable Purchaser to adequately discharge its responsibility as a Data Controller under Data Protection Legislation, including without limitation that Colyer Group Limited shall cooperate and provide Purchaser with such reasonable assistance as Purchaser requires in relation to preparation of data protection impact assessments to the extent required under the Data Protection Legislation.

33.8 No Personal Data processed by Colyer Group Limited pursuant to the Agreement shall be exported outside the European Economic Area and/or the UK without the prior written permission of Purchaser. Where that permission is given, it will be conditional on any export being done on the terms of a binding agreement incorporating the EU standard clauses on the transfer of Personal Data from Data Controller to Data Processor entered into between Purchaser and Colyer Group Limited (or any other third transfer method under Data Protection Legislation) with the prior written consent of Purchaser. Colyer Group Limited agrees to accept any modifications to such standard clauses which are necessary to comply with Laws applicable to such data transfer. Such binding agreement shall be without prejudice to the rights of Purchaser under this Agreement.

33.9 On termination or expiry of the Agreement, at Purchaser's request, Colyer Group Limited shall delete or return to Purchaser all Personal Data processed on behalf of Purchaser, and Colyer Group Limited shall delete existing copies of such Personal Data except where necessary to retain such Personal Data strictly for the purpose of compliance with Law.

33.10 In certain circumstances Colyer Group Limited may subcontract the processing of any Personal Data which Colyer Group Limited processes on Purchaser's behalf, without the prior written consent of Purchaser. Where that consent is given, it will be conditional upon Colyer Group Limited having executed a written contract with the third party which contains terms for the protection of Personal Data which are no less protective. For the avoidance of doubt, if Colyer Group Limited engages a sub-processor, Colyer Group Limited shall remain liable to Purchaser for the performance of the sub-processor's obligations under Data Protection Legislation or any acts or omissions of the sub-processor.

33.11 In relation to Equipment that we permanently remove from your premises which holds personal data in respect of whom you are the Controller:

- (i) we have purged the data from the equipment;
- (ii) we have destroyed the equipment from such Equipment; and
- (iii) we have sub-contract the deletion of this personal data to a third party where that third party is under an obligation to comply with the Data Protection Legislation.

33.12 Colyer Group Limited undertakes to provide training as necessary from time to time to its personnel with respect to Colyer Group Limited's obligations in this Schedule to ensure that its personnel are aware of and comply with such obligations.

33.13 Colyer Group Limited shall ensure that any Colyer Group Limited personnel with access to Personal Data are bound by confidentiality obligations in respect of access, use or processing of such Personal Data.

33.14 Purchaser acknowledges that Colyer Group Limited is reliant upon Purchaser's direction as to the extent to which Colyer Group Limited is entitled to use and process Personal Data disclosed by Purchaser. Accordingly, Colyer Group Limited shall not be liable for any claim brought by a Data Subject arising from any act or omission by Colyer Group Limited, to the extent that any such act or omission results from the Purchaser's instructions.

### 34. Extent of Liability

34.1 The following provisions set out Colyer Group Limited's entire liability (including any liability for acts and omissions of its employees' agents and sub-contractors) to the Client:

- (i) Colyer Group Limited's liability to the Client in respect of any breach or its contractual obligations arising under this Agreement or for any representation statement or tortious act or omission including negligence arising under or in connection with this Agreement shall be limited to the maximum of the amounts paid by the Client under this Agreement.
- (ii) Colyer Group Limited's liability to the Client in respect of damage to the tangible property of the Client resulting from the negligence of Colyer Group Limited or its employees' agents and sub-contractors shall be limited to the maximum of the amounts paid by the Client under this Agreement.
- (iii) Colyer Group Limited shall in no circumstances be liable for any indirect or consequential losses arising under this Agreement howsoever caused. It is the Client's responsibility to take out insurance to cover any excess loss.
- (iv) Colyer Group Limited shall not be liable for any loss suffered howsoever arising as a result of fault damage to Equipment caused by power surges, faulty cables, accidental damage or networking. Where the Client has fitted additional third-party protection (e.g. fire, flood, water, car, screen, hard drive, server) equipment; this will lie at the Client's risk and Colyer Group Limited will not be held responsible for any loss howsoever arising as a result of the fixing or use of third party protection.
- (v) Colyer Group Limited shall not be liable for any delay in performing any of its obligations hereunder if such delay is caused by circumstances beyond its reasonable control and Colyer Group Limited shall be entitled to a reasonable extension of time (as advised to the Client) for the performance of such obligations.
- (vi) The Client shall be liable for the safety of any of Colyer Group Limited's employees on its sites pursuant to this Agreement. The Client shall indemnify Colyer Group Limited as to any loss they may suffer as a result of the Client being in breach of this clause.

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